

N. & B. GODDARD, EXECUTORS OF NATHANIEL GODDARD.

MARCH 4, 1858.—Reported from the Court of Claims and committed to a Committee of the Whole House to-morrow.

The COURT OF CLAIMS submitted the following

REPORT.

To the honorable the Senate and House of Representatives of the United States in Congress assembled:

The Court of Claims respectfully presents the following documents as the report in the case of

N. & B. GODDARD, EXECUTORS OF NATHANIEL GODDARD
vs. THE UNITED STATES.

1. The petition of the claimant.
2. Solicitor's brief.
3. Opinion of the Court adverse to the claim.
4. Numerous papers in this case referred by the House of Representatives to the Court of Claims, and returned to that House in a separate package.

By order of the Court of Claims.

In testimony whereof, I have hereunto set my hand and affixed the
[SEAL.] seal of said Court at Washington, this fourth day of March,
A. D. 1858.

SAM'L H. HUNTINGTON,
Chief Clerk Court of Claims.

IN THE UNITED STATES COURT OF CLAIMS.

To the honorable the Judges of the Court of Claims:

The petition of Nathaniel Goddard and Benjamin Goddard, executors of the last will and testament of Nathaniel Goddard, late of the city of Boston, owner of the ship *Ariadne*, in behalf of themselves and William Parsons, Thomas C. Amory & Co., Samuel G. Perkins & Co., James and Thomas H. Perkins, Thomas Parsons, and Samuel May, all of said city, and together with said Nathaniel Goddard,

owners of her cargo, or their legal representatives, respectfully showeth :

That in the month of September, 1812, the said ship *Ariadne* sailed from Alexandria, then in the District of Columbia, for Cadiz in Spain, a neutral port, with a cargo of flour, consigned to a mercantile house in said Cadiz composed of native American citizens. That on her direct voyage thither, and on the 15th October, 1812, she was captured by the United States brig-of-war *Argus*, and brought into the district of Pennsylvania, and there libelled in the district court by the captors as prize of war ; that the *sole* cause of her capture, and of her condemnation as hereinafter mentioned, was, that she had on board at the time of her capture a British license ; that the petitioners gave bonds, on the delivery of the vessel and cargo to them, in the usual form, and the *Ariadne* again proceeded on and performed her original voyage, and arrived at her port of destination in February, 1813 ; that the libel was heard and tried in the district court of the district of Pennsylvania, when, after a full hearing, the transaction was pronounced innocent, and the vessel and cargo ordered to be restored to the petitioners, and the captors to pay damages. From this decree the captors appealed to the circuit court, where the decree of the district court was reversed ; and from this decree the petitioners appealed to the Supreme Court of the United States, where, at the term of that court in 1817, the decision of the circuit court was affirmed, and a final decree of condemnation passed on the vessel and cargo ; whereupon the petitioners and their sureties paid the amount of their bonds, to the end that distribution might be made to the United States and the captors according to law. That there was no suggestion or suspicion that the property belonged to the enemy, or of its having been shipped with intention of promoting his views or object ; that the whole offence, if any there was, consisted in having said license on board said vessel ; that they had no intention of violating any law of their country, nor did they know or believe that having on board said vessel said license was in violation of the law of the land or any principle of public or private duty ; that this opinion was entertained in common with other citizens, and particularly expressed by the most distinguished functionaries of the government, the then President and Attorney General of the United States ; that if they erred it was unintentional, and the penalty of sequestration of their property was too severe an infliction for the violation of an unwritten rule of conduct, at that time never promulgated by the government or known to the citizen.

That after her capture as aforesaid by the *Argus*, a prize master was put on board of the *Ariadne*, with orders to take her into the first port she could make in the United States ; and on the passage she fell in with two British cruisers, viz : the sloop-of-war *Tartarus* and the brig *Calibre*, and escaped from them after a strict examination, by making use of the very license for having on board which she was seized and condemned. Your petitioners therefore pray the judgment of this honorable Court for the portion of the proceeds of said ship and cargo which was paid into the Treasury of the United States. Your petitioners are the sole owners of said claim, which

was brought before Congress soon after the decree was passed ; and in 1818, Mr. Lowndes, of South Carolina, chairman of Ways and Means, after having received the opinion of Mr. Crawford, Secretary of the Treasury, made a favorable report thereon, but no bill was passed. In 1824 the petition was again presented and referred, but no further action was had. In 1837 a favorable report was made in the House of Representatives, but the bill reported did not pass. In 1846 another favorable report was made, and the bill for relief passed the Senate. In 1854 a favorable report was made in the House of Representatives, but the bill not having been reached, it was by the resolution of the House referred to this honorable Court.

A. H. LAWRENCE,
Attorney for Petitioners.

DISTRICT OF COLUMBIA, }
Washington County. }

On this fifth day of July, A. D. 1855, before me, a justice of the peace in and for said county, personally appeared James Young, the agent of the within named petitioners, and made oath that the facts stated in the foregoing petition are true, to the best of his knowledge and belief.

J. H. GODDARD, *J. P.*

IN THE COURT OF CLAIMS.—No. 35.

THE EXECUTORS OF NATHAN GODDARD *vs.* THE UNITED STATES.

Solicitor's brief.

States that the Ariadne sailed from Alexandria in September, 1812, to Cadiz, in Spain, and was captured by the United States brig Argus ; was libelled, &c. Decree of the Supreme Court in 1817 ; condemned because she had a British license. States owners had no intention of violating the law of the country, and did not know or believe that having said license was in violation of the law or any principle of public policy. This opinion is entertained by many citizens, particularly by the President and Attorney General. After the Ariadne was captured, petition to Congress and report of Mr. Lowndes, in 1818. In 1837, favorable report of the House of Representatives, and bill did not pass. In 1846, another favorable report, and a bill for relief passed the Senate. In 1854, another favorable report.

Points.

This case has already been decided in the Supreme Court.—(See Ariadne, 2 Wheaton, 143 ; see page 144, chief justice calls for further proof to distinguish this from former cases of license ; see Justice Washington's opinion, page 147-'48.) This decision covers every point on the question of legality or illegality attempted to be made by

the petitioners.—(See argument of Mr. Pinkney, in the case of the *Aurora*, 8 Cranch, 213, who shows that the principle on which the Supreme Court decided the case of the *Ariadne* was sanctioned by the British admiralty courts as far back as 1704 and 1707; see also the *Julia*, 8 Cranch, 181; *Aurora*, 203; *Hiram*, 444, and 1 *Wheaton*, 440; the *Caledonia*, 4 *Wheaton*, page 100; the *Hoop*, 1 *C. Robinson*, 196 to 201; 1 *C. Robinson*, 11, 13; 4 *C. Robinson*, 83, 84.)

2. As to the allegation that this law was unknown to the adventurers for this ship: *Ignorantia juris*, &c.

3. Even if the individuals filling the offices of President and Attorney General held the opinions charged in the petition, yet this gives no color of claim against the United States, for it is not alleged those officers did any official act, or had authority to do any official act, which could bind the United States to indemnify the adventurers for loss sustained by embarking in this illegal trade. The trade was not engaged in for the benefit of the United States, but at the private speculation of the parties, who took all the profits to their own use, and who should take all the hazard.

DAN'L RATOLIFFE,
Assistant Solicitor Court of Claims.

IN THE COURT OF CLAIMS.

NATHANIEL AND BENJAMIN GODDARD,

Executors of Nathaniel Goddard, late of the city of Boston, owner of the ship *Ariadne*, on behalf of themselves and others, all of said city; and, together with said Nathaniel Goddard, owners of her cargo, or their legal representatives, *vs.* THE UNITED STATES.

Judge BLACKFORD delivered the opinion of the Court:

This cause was referred to this Court by the House of Representatives.

The petition, so far as it need be stated, is as follows: That in September, 1812, (war then existing between the United States and Great Britain,) the ship *Ariadne* sailed from Alexandria, then in the District of Columbia, for Cadiz, a neutral port, in Spain, with a cargo of flour; that on the 15th of October, 1812, the ship was captured by the United States brig-of-war *Argus*, and taken into the district of Pennsylvania, and there libelled in the district court of the United States; that the vessel and cargo were ordered to be restored by said court, but the circuit court in said district reversed the decree, and the vessel and cargo were condemned; that the decree of the circuit court was affirmed by the Supreme Court of the United States; that in consequence of said decree of condemnation, certain bonds, which had previously been given by the claimants upon the delivery to them of the vessel and cargo, were paid, to the end that distribution might be made to the United States and the captors according to law. The petition also states that the sole cause of the capture and condemnation was, that the ship had on board, at the time of her capture, a British license.

The prayer of the petition is for a judgment for the portion of the proceeds of said ship and cargo which were paid into the treasury of the United States.

It is very clear, upon the face of the petition, that the claimants have no remedy in this Court. The said decree of condemnation of the ship and cargo was affirmed by the Supreme Court of the United States, on the ground that the ship, at the time of her capture, was sailing under a license of the enemy.—(The *Ariadne*, 2 Wheaton, 143.)

The money paid into the treasury of the United States, in consequence of said decree of condemnation, must be considered as legally belonging to the United States.

We cannot go behind the decree of a court of competent jurisdiction.

This case is, therefore, reported to Congress as one in which, on the face of the petition, the claimants have no *legal* demand against the United States. The case is one that addresses itself entirely to the discretion of Congress.

To the Senate and House of Representatives of the United States in Congress assembled:

The petition of Nathaniel Goddard, owner of the ship *Ariadne*, and part of her cargo, of William Parsons, Thomas C. Amory & Co., Samuel G. Perkins & Co., James and Thomas H. Perkins, Thomas Parsons, and Samuel May, all of Boston, severally owners of other parts of her cargo, humbly sheweth:

That the said ship and cargo have been condemned in the Supreme Court of the United States, having been captured by the United States brig *Argus*, on the 15th October, 1812. The ground of the condemnation was, that the *Ariadne*, at the time of her capture, had on board a British license. Such are the circumstances attending this case that the petitioners have thought it their duty to present it to the consideration of government, and to pray their interposition of its authority so far as to remit that portion condemned which would accrue to the United States. If the petitioners had knowingly violated any law of their country, they would have abstained from this application; but they have fallen victims to a law, or to a construction of law, of the existence of which they had no knowledge, and of which they hope to show many of the tribunals of government, its greatest law officer, and even the legislature itself, were as ignorant as themselves. The *Ariadne* sailed from Alexandria, in September, 1812, with a cargo of flour, bound to Cadiz. She was owned by Nathaniel Goddard, and loaded by him and the other petitioners, on their own account, as before stated; she was captured by the *Argus* on the 15th October, 1812, and brought into the district of Pennsylvania. The petitioners gave bonds on the delivery of the vessel and cargo to them, in the usual form, and the vessel again proceeded on, and performed her original voyage. The libel was heard and tried in the district court for the district of Pennsylvania. The cause of condemnation on which the captors relied was the possession of the license alone. There was no suspicion

of the property belonging to the enemy, or of its being shipped with any intention of promoting his views or objects. The whole offence, if any, consisted simply in the having such a paper on board. The allied armies were not, at that time, in the neighborhood of Cadiz, and did not draw their supplies from that quarter. After a full hearing in the district court, the judge pronounced in favor of the innocence of the transaction, and ordered the property to be restored, and the captors to pay damages. The captors appealed to the circuit court, where the decree of the district judge was reversed. From this decree the claimants appealed to the Supreme Court of the United States, and at the last term of that Court a final decree of condemnation passed on vessel and cargo, and the petitioners and their sureties have since been called on to pay, and have paid, the amount of their bonds, to the end that it might be distributed to the United States and to the captors, according to law. The grounds on which the petitioners apply for the interference of legislative authority is, that their error, if any, was unintentional, although ignorance of the law is no excuse which the law itself can admit, there are yet, it is conceived, cases, in which parties may hope for a remission of penalties incurred under a new construction of law, or at least a new promulgation of such construction, where their own conduct has been in no degree immoral, nor has violated any known principle of public or private duty. Such, the petitioners submit, is their case—they had no belief, nor, as they think, any reason to believe, that a voyage, lawful in itself, would become unlawful by the forbearance of an enemy to capture. This forbearance was all which the license purported. It was well known to the American government that a trade in flour was carried on between the United States and the Peninsula—it did not see fit to prohibit that trade. It was probably equally well known to the government that this trade was prosecuted under British licenses, and yet, subsequently to the capture of the *Ariadne*, the subject being before Congress, Congress declined for that time to pass an act prohibiting the use of such licenses. It is understood to have been treated in Congress as a question of policy, depending on the relative circumstances of the two countries at war, and their respective means of annoyance and defence, and on these grounds the bill was at that time rejected. Events afterwards convinced the legislature of the impolicy of permitting the existing state of things, and, at a later period, an act passed making the use of such licenses unlawful, which act itself has been repealed since the peace. The petitioners submit, that the history of legislative proceedings clearly shows that the legislature itself did not entertain the opinion that, without some legislative act upon the subject, the use of these licenses was illegal. Many of the judicial tribunals of the country, established under the general and State governments, have pronounced in favor of the innocence of the use of such licenses, and the Attorney General himself gave professional opinions, which were published, to the same effect. The petitioners have always been ready to show the entire innocence of the voyage, in its true and real character; but the ground on which the condemnation was decreed would have equally caused condemnation if the vessel, instead of Cadiz, had been bound to New

York or Boston. Conscious of the rectitude and purity of their intentions, the petitioners cannot but hope that Congress, in the exercise of its wisdom and justice, will relieve them as far as may be in the power of government. That portion of the property which has been condemned to the captors the petitioners must submit to lose, but they humbly trust that the part accruing to the treasury may be remitted, and as in duty bound will ever pray.

NATHANIEL GODDARD,
For himself and the other petitioners.

WASHINGTON, *January 15, 1818.*

To the honorable the Senate and House of Representatives of the United States of America in Congress assembled:

The petition of Nathaniel and Benjamin Goddard, sons and executors of Nathaniel Goddard, deceased, late of Boston, in the State of Massachusetts, by the undersigned, their duly authorized agent, respectfully represents: That the deceased was the owner of a certain vessel called the ship *Ariadne*, which, with her cargo of flour, shipped in the port of Alexandria, D. C., in the year 1812, and bound from that port to Cadiz, in Spain, was seized and captured on her direct voyage by the United States brig *Argus*, and condemned as lawful prize under circumstances set forth in Senate Report, No. 39, herewith submitted.

Your petitioners would further represent that this claim for restoration of the money that passed into the treasury of the United States from the sale of said vessel and cargo was made and presented to Congress shortly after the decision of the Supreme Court; and, in the House of Representatives, referred to the Committee of Ways and Means, of which the Hon. William Lowndes, of South Carolina, was chairman, whose honesty and intelligence was not only proverbial, but a guarantee against corrupt or erroneous proceedings, and who made a favorable report thereon, accompanied with the opinion of the Hon. Wm. H. Crawford, then Secretary of the Treasury, in which he says that if the facts set forth in the petition are legally proved, and the case within his jurisdiction, the penalty should be remitted upon the principle of law authorizing the Secretary of the Treasury to remit penalties incurred under the revenue laws in certain cases.—(See his opinion in the Appendix to Senate Report, No. 39, 1st session 29th Congress, hereinbefore mentioned.)

This report, made February 10, 1818, was accompanied with a bill for the relief of the deceased petitioner, founded upon the entire conviction of the committee, as appears by their said report, that the petitioner was not aware that the use of a British license in such a voyage as was then undertaken was in violation of any law of the United States known to the petitioner, or to the legal profession, so far as consulted, and that therefore he was innocent of any intended fraud or violation of law.

This claim has often been favorably reported on by the committee

to which it had been referred, and has passed the Senate after a full and ample investigation and debate on the floor of that House, but was unfavorably reported on at the very close of the session by the Hon. Mr. Daniel, chairman of the Committee of Claims in the House of Representatives, which report (No. 808, 1st session 29th Congress) is herewith submitted.

The only reason given in that report for the rejection of the claim is that said vessel had on board a British license, and that the Supreme Court of the United States had decided in this very case that the fact of having a British license on board, however innocent the purpose, was in itself a violation of law, and sufficient cause for the forfeiture of the vessel and cargo, and that to grant the claim would be a legislative reversal of the decision of the said Court; and then asks "can Congress, in time of war, like the present, (viz. the Mexican war,) reverse this doctrine."

Your petitioners would most respectfully submit that the allowance of this claim for the reasons and upon the ground on which it is sought would not be, in fact, nor ought it by any implication to be construed as a reversal of the decision of the Supreme Court, nor even the expression of an opinion against the law as laid down by that Court. It is asked on the ground that Congress has the power to relieve from the consequence of innocent or unintentional violation of law, and have exercised it so frequently in favor of individuals as to give the practice the force of law, without at all being liable to the charge of reversing or interfering even with the right of the courts to give judgment against individuals for violation of the spirit or letter of the law, any more than the exercise of the pardoning power by the Executive of the nation. Your petitioner, therefore, without denying that the law is as the Supreme Court has laid it down, would nevertheless humbly submit that there are circumstances in this case which ought to relieve them from the forfeiture incurred.

That your petitioners' father was not guilty of any intentional violation of law. That his objects were not improper, and his conduct knowingly and wilfully wrong and against law, are facts which have been taken for granted, as well by the Supreme Court as by every committee of either House of Congress who have considered the case. That he used every precaution, took the legal advice of some of the most distinguished jurists of the land, (one of whom, Mr. Pinkney, has always been considered the first prize lawyer of his day,) and sent his vessel from the United States, with a full conviction that she was pursuing a lawful voyage in a lawful manner, are facts which sufficiently appear from the documents appended to Senate report, No. 39, hereinbefore mentioned, as papers in this case. That the law, as expounded by the Supreme Court in the case of the *Ariadne*, was not generally supposed to be so at the time she sailed for Cadiz, is sufficiently attested by the fact that two such eminent lawyers as Judge Purviance and Mr. Pinkney gave a written opinion that a voyage with a British license on board to a port *not* within the British dominions did not come within the act of Congress prohibiting voyages under British license to British dominions. But your petitioners report that their object is not to show that the decision of the Supreme Court is

not law, but only to set forth the fact that at the time when this voyage was undertaken it was not known to be law. It is not to impugn either the doctrine of the Court or its policy or expediency; but that, taking it for granted that the doctrine of the Supreme Court is sound law, and that expediency and policy requires that it should in every way be supported and upheld as such, still the remission of the forfeiture in your petitioners' case can in no wise operate as a reversal of that doctrine. No case of the same character can have arisen since the decision of the Supreme Court, or can again arise, in which ignorance of the law can properly be alleged. It can never be again doubted by the profession (until the law is altered) that sailing with an enemy's license to any port is a violation of the laws of the United States. The law is now settled. Still your petitioners would respectfully submit whether, as the evidence in this case shows most conclusively that the deceased was innocent of any intention, in forming the voyage before mentioned, of violating any known law of the United States, it does not bring his claim clearly within the principles of the United States law authorizing the Secretary of the Treasury to remit fines and penalties incurred by persons under the revenue laws while innocent of any wrong intention, or from ignorance of their provisions. This humane but just policy seems to have governed the United States government in all its conduct towards its commercial citizens.—(See list of cases of remission of fines and penalties, marked C, in the Appendix of Senate report No. 39, before referred to. And it is not easy to see why its application has been withheld from the deceased, who, as a merchant of his day, has stood well in the community in which he lived, and who, in the pursuit of honorable and fair trade, has contributed largely to the revenues of his country, while the withdrawal of the value of this vessel and cargo from the capital or means of the deceased at a time when the mercantile class of our citizens were suffering more and making greater sacrifices than any other class during the war of 1812 has had the effect of crippling his efforts through life. Yet your petitioners, while laboring under the effect of their father's losses, caused as before stated only, ask to have remitted to them that part of the proceeds of the sale of said vessel and cargo that has gone into the United States treasury, of which it has had the use until the interest has amounted to nearly three times the amount of the principal. This amount, however, would be of importance to your petitioners, while it can be of but little consideration to a nation rich and prosperous as that of the United States. Under all the circumstances of this case, your petitioners would most respectfully submit whether it is compatible with the honor and dignity of the United States government, and that protection of life, liberty, and property, which, as *the* government of the people, it owes to its citizens, and especially the mercantile class thereof, to take advantage of a technical decision of court, under an obscure rule of law, by which the deceased has been deprived of his property, and to retain one moiety of that property for nearly forty years, contrary to the uniform, just, and humane policy pursued by this government in remitting all fines and forfeitures incurred wherever the innocence of the persons offending has been established.

Your petitioners would, therefore, hope and humbly pray that this case may not be made an exception of, and that a bill may be introduced and passed authorizing the Secretary of the Treasury to pay to your petitioners, or their order, such part of the proceeds of the sale of the ship Ariadne and cargo as has passed into the United States Treasury.

And, as in duty bound, your petitioners will ever pray.

NATHANIEL & BENJAMIN GODDARD.

By their agent:

JAMES YOUNG.

To the Senate and House of Representatives of the United States in Congress assembled:

The petition of Nathaniel Goddard, owner of the ship Ariadne and part of her cargo, of William Parsons, Thomas C. Amory & Co., Samuel G. Perkins & Co., James and Thomas H. Perkins, Thomas Parsons, and Samuel May, all of Boston, severally owners of other portions of her cargo, humbly sheweth:

That the said ship and cargo have been condemned in the Supreme Court of the United States, having been captured by the United States brig Argus, on the 15th of October, 1812. The ground of the condemnation was, that the Ariadne, at the time of her capture, had on board a British license.

Such are the circumstances attending this case, that the petitioners have thought it their duty to present it to the consideration of government, and to pray the interposition of its authority so far as to remit that portion of the property condemned which would enure to the United States.

If the petitioners had knowingly violated any law of their country, they would have abstained from this application. But they have fallen victims to a law, or to a construction of law, of the existence of which they had no knowledge, and of which they hope to show many of the tribunals of government, its greatest law officers, and even the legislature itself, were as ignorant as themselves.

The Ariadne sailed from Alexandria in September, 1812, with a cargo of flour, bound to Cadiz. She was owned by Nathaniel Goddard, and loaded by him and the other petitioners on their own account. As before stated, she was captured by the Argus, on the 15th October, 1812, and brought into the district of Pennsylvania. The petitioners gave bonds, on the delivery of the vessel and cargo to them, in the usual form, and the vessel again proceeded on and performed her original voyage. The libel was heard and tried in the district court for the district of Pennsylvania. The cause of condemnation on which the captors relied was the possession of the license alone. There was no suspicion of the property belonging to the enemy, or of its being shipped with any intention or design of promoting his views or objects. The whole offence, if any, consisted simply in the having of such a paper on board. The allied armies, at that time, were not in the

neighborhood of Cadiz, and did not draw their supplies from that quarter. After a full hearing in the district court, the judge pronounced in favor of the innocence of the transaction, and ordered the property to be restored, and the captors to pay damages. The captors appealed to the circuit court, where the decree of the district judge was reversed. From this decree the claimants appealed to the Supreme Court of the United States, and, at the last term of that court, a final decree of condemnation passed on the vessel and cargo; and the petitioners and their sureties have since been called on to pay, and have paid, the amount of their bonds, to the end that it might be distributed to the United States and the captors, according to law.

The ground on which the petitioners apply for the interference of legislative authority is that their error, if any, was unintentional. Although ignorance of the law is no excuse which the law itself can admit, there are yet, it is conceived, cases in which parties may hope for a remission of penalties incurred under a new construction of law, or at least a new promulgation of such construction, where their own conduct has been in no degree immoral, nor has violated any known principal of public or private duty. Such, the petitioners submit, is their case. They had no belief, nor, as they think, any reason to believe that a voyage, lawful in itself, would become unlawful by the forbearance of the enemy to capture. This forbearance was all which the license purported. It was well known to the American government that a trade in flour was carried on between the United States and the Peninsula. It did not see fit to prohibit that trade. It was probably equally well known to the government that this trade was prosecuted under British licenses. And yet, subsequently to the capture of the *Ariadne*, the subject being before Congress, Congress declined for that time to pass an act prohibiting the use of such licenses. It is understood to have been treated in Congress as a question of policy, depending on the relative circumstances of the two countries at war, and their respective means of annoyance and defence; and on this ground the bill was, at that time, rejected. Events afterwards convinced the legislature of the impolicy of permitting the existing state of things, and, at a later period, an act passed making the use of such licenses unlawful, which act itself has been repealed since the peace. The petitioners submit that this history of legislative proceedings clearly shows that the legislature itself did not entertain the opinion that, without some legislative act on the subject, the use of these licenses was illegal. Many of the judicial tribunals of the country, established under the general and State governments, have pronounced in favor of the innocence of the use of such licenses, and the Attorney General himself gave a professional opinion, which was published, to the same effect.

The petitioners hope that they shall not be deemed in fault for holding opinions on such a subject, in common not only with others of their fellow-citizens, but with many of the judicial tribunals of their country, the highest law officer of the government, and the members of the national legislature. The petitioners have always been ready, and are now ready, to show the entire innocence of the voyage in its true and real character; but the ground on which condemnation

was decreed would have equally caused condemnation, if the vessel, instead of Cadiz, had been bound to New York or Boston. Conscious of the rectitude and purity of their intentions, the petitioners cannot but hope that Congress, in the exercise of its wisdom and justice, will relieve them, as far as may be in the power of government.

That portion of their property which has been condemned to the captors the petitioners must submit to lose. But they humbly trust that the part accruing to the treasury may be remitted.

And, as in duty bound, will ever pray.

NATHANIEL GODDARD,
For himself and the other petitioners.

To the Senate and House of Representatives of the United States in Congress assembled :

The petition of Nathaniel Goddard, owner of the ship *Ariadne* and part of her cargo, of William Parsons, Thomas C. Amory & Co., Samuel G. Perkins & Co., James and Thomas H. Perkins, Thomas Parsons and Samuel May, all of Boston, severally owners of other parts of her cargo, humbly sheweth : That the said ship and cargo have been condemned in the Supreme Court of the United States, having been captured by the United States brig *Argus* on the 15th of October, 1812. The ground of the condemnation was, that the *Ariadne*, at the time of her capture, had on board a British license. Such are the circumstances attending this case, that the petitioners have thought it their duty to present it to the consideration of government, and to pray the interposition of its authority so far as to remit that portion condemned which would accrue to the United States. If the petitioners had knowingly violated any law of their country, they would have abstained from this application ; but they have fallen victims to a law, or to a construction of law, of the existence of which they had no knowledge, and of which they hope to show many of the tribunals of government, its greatest law officer, and even the legislature itself, were as ignorant as themselves. The *Ariadne* sailed from Alexandria in September, 1812, with a cargo of flour, bound to Cadiz. She was owned by Nathaniel Goddard, and loaded by him and the other petitioners, on their own account, as before stated. She was captured by the *Argus* on the 15th of October, 1812, and brought into the district of Pennsylvania. The petitioners gave bond on the delivery of the vessel and cargo to them, in the usual form, and the vessel again proceeded on and performed her original voyage. The libel was heard and tried in the district court for the district of Pennsylvania. The cause of condemnation on which the captors relied was the possession of the license alone. There was no suspicion of the property belonging to the enemy, or of its being shipped with any intention of promoting his views or objects. The whole offence, if any, consisted simply in the having such a paper on board. . The allied armies were not at that time in the

neighborhood of Cadiz, and did not draw their supplies from that quarter. After a full hearing in the district court, the judge pronounced in favor of the innocence of the transaction, and ordered the property to be restored and the captors to pay damages. The captors appealed to the circuit court, where the decree of the district judge was reversed. From this decree the claimants appealed to the Supreme Court of the United States; and at the term of that court, in 1817, a final decree of condemnation passed on vessel and cargo, and the petitioners and their sureties have since been called on to pay, and have paid, the amount of their bonds, to the end that it might be distributed to the United States and to the captors, according to law. The grounds on which the petitioners apply for the interference of legislative authority is, that their error, if any, was unintentional. Although ignorance of the law is no excuse which the law itself can admit, there are yet, it is conceived, cases in which parties may hope for a remission of penalties incurred under a new construction of law, or at least a new promulgation of such construction, where their own conduct has been in no degree immoral, nor has violated any known principle of public or private duty. Such the petitioners submit is their case. They had no belief, nor, as they think, any reason to believe that a voyage, lawful in itself, would become unlawful by the forbearance of an enemy to capture. This forbearance was all which the license purported. It was well known to the American government that a trade in flour was carried on between the United States and the Peninsula; it did not see fit to prohibit that trade. It was probably equally well known to the government that this trade was prosecuted under British licenses; and yet, subsequently to the capture of the *Ariadne*, the subject being before Congress, Congress declined for that time to pass an act prohibiting the use of such licenses. It is understood to have been treated in Congress as a question of policy depending on the relative circumstances of the two countries at war, and their respective means of annoyance and defence, and on these grounds the bill was at that time rejected. Events afterwards convinced the legislature of the impolicy of permitting the existing state of things; and at a later period an act passed making the use of such licenses unlawful, which act itself has been repeated since the peace. The petitioners submit that the history of legislative proceedings clearly shows that the legislature itself did not entertain the opinion that, without some legislative act upon the subject, the use of these licenses was illegal. Many of the judicial tribunals of the country established under the general and State governments have pronounced in favor of the innocence of the use of such licenses, and the Attorney General himself gave professional opinions, which were published, to the same effect. The petitioners have always been ready to show the entire innocence of the voyage in its true and real character; but the ground on which the condemnation was decreed would have equally caused condemnation if the vessel, instead of Cadiz, had been bound to New York or Boston. Conscious of the rectitude and purity of their intentions, the petitioners cannot but hope that Congress, in the exercise of its wisdom and justice, will relieve them as far as may be in the power of government. That

portion of the property which has been condemned to the captors the petitioners must submit to lose; but they humbly trust that the part accruing to the treasury may be remitted; and, as in duty bound, will ever pray.

NATHANIEL GODDARD,
For himself and the other petitioners.

IN THE HOUSE OF REPRESENTATIVES, *June 10, 1854.*

Mr. Tappan Wentworth, from the Committee on Commerce, reported the following bill:

A BILL for the relief of Nathaniel Goddard and others.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there be repaid, without interest, to Nathaniel Goddard, William Parsons, Thomas C. Amory and Company, Samuel G. Perkins and Company, James and Thomas H. Perkins, Thomas Parsons, and Samuel May, owners of the ship Ariadne and her cargo, or to their legal representatives, out of any money in the treasury not otherwise appropriated, the amount of the proceeds of said ship and cargo, which has been paid to the Treasurer of the United States, for the use of the United States.

PHILADELPHIA, *November 11, 1812.*

SIR: I have the honor to inform you that I arrived here last evening in the ship Ariadne, of Boston; cleared from Alexandria for Cadiz, with a cargo of about 5,000 barrels of flour; but detained by the United States brig Argus, Captain Sinclair, for being under British license.

The Argus fell in with her on the 15th ult., in latitude 35 deg. 45 m., longitude 56 deg. 56 m., and by boarding under British colors obtained possession of her passports. I was ordered to take charge of her, and bring her into the first port I could make in the United States.

On the passage I fell in with two British cruisers, viz: the sloop of war Tartarus and brig Colibri, and was strictly examined by each; but, by making use of the license, and a little finesse, we escaped capture. The Tartarus even put on board of us nine American seamen, prisoners, to assist in working the ship. All the papers found on board I have submitted to Mr. Dallas, district attorney; but as yet he has not given me a decided opinion relative to the case.

The Argus separated from the squadron on the 13th ult., and when I left her she had fallen in with nothing but the Ariadne.

I have the honor to be, most respectfully, sir, your obedient servant,
HENRY DENNISON.

HON. PAUL HAMILTON.

Copies of bills of lading of flour on board the ship Ariadne, 1812.

Shipped, in good order and well conditioned, by Lawrason & Fowle, on account and risk of Thomas Parsons, esq., in and upon the ship called the Ariadne, whereof is master, for this present voyage, Bartlett Holmes, now in the harbor of Alexandria, and bound for Cadiz, to say, five hundred barrels of flour, being marked and numbered as in the margin, and are to be delivered in like good order and well conditioned at the aforesaid port of Cadiz (the danger of the seas only excepted) unto Mr. W. Faris, or to his assigns, he or they paying freight for the said goods, (two dollars and fifty cents per barrel, with five per cent. primage and average.) In witness whereof, the master of the said ship hath affirmed to three bills of lading of this tenor and date, one of which being accomplished, the other two to stand void.

Dated in Alexandria, September 26, 1812.

Shipped, in good order and well conditioned, by Lawrason & Fowle, on account and risk of Samuel May, esq., in and upon the ship called the Ariadne, whereof is master, for this present voyage, Bartlett Holmes, now in the harbor of Alexandria, and bound for Cadiz, to say, five hundred barrels of flour, being marked and numbered as in the margin, and are to be delivered in like good order and well conditioned at the aforesaid port of Cadiz (the danger of the seas only excepted) unto Mr. W. Faris, or to his assigns, he or they paying freight for the said goods, (two dollars and a half per barrel, with five per cent. primage and average.) In witness whereof the master of the said ship hath affirmed to three bills of lading of this tenor and date, one of which being accomplished, the other two to stand void.

Dated in Alexandria, September 26, 1812.

Shipped, in good order and well conditioned, by Lawrason & Fowle, on account and risk of Nathaniel Goddard, esq., in and upon the ship called the Ariadne, whereof is master, for this present voyage, Bartlett Holmes, now in the harbor of Alexandria, and bound for Cadiz, to say, two hundred and forty-three barrels, and five hundred and fifty half barrels of flour, being marked and numbered as in the margin, and are to be delivered in like good order and well conditioned at the aforesaid port of Cadiz (the danger of the seas only excepted) unto Mr. W. Faris, or to his assigns, he or they paying freight for the said goods—nothing being owners' property, without primage and average. In witness whereof, the master of the said ship hath affirmed to three bills of lading of this tenor and date, one of which being accomplished, the other two to stand void.

Dated in Alexandria, September 26, 1812.

James Madison, President des Etats Unis d' Amerique, a tous ceux qui les presentes Verroni :

Soit notoire, que faculté et permission a été accordée à Bartlett Holmes maitre ou commandant du navire appelé Ariadne, de la ville de Boston, de la capacité 382 2-95ths tonneaux ou environ se trouvant presentement dans le port et havre de Alexandria, ét destiné pour Cadiz, charge de flour qu'apes que son navire a été visité, et, avant son depart, il prêtera serment entre les mains des officiers, autorisés à cet effet, que le dit navire appartient, à un ou plusieurs citoyens des Etats Unis d' Amerique dont l'acte sera mis à la fin des présentes ; de même qu'il gardera et fera garder par son equipage les ordonnances et réglemens maritimes, et remettra une liste signée, et confirmée par temoins, contenant les noms et surnoms, les lieux de naissance et la demeure des personnes composant l'equipage de son navire, et de tous ceux qui s'y embarqueront, lesquels il ne recevra pas à bord sans la connaissance et la permission des officiers autorisés à ce ; et dans chaque port ou havre où il entrera avec son navire, il montrera la presente permission aux officiers autorisés à ce, et leur fera un rapport fidèle de ce qui s'est passé durant son voyage, et il portera les couleurs, armes et enseignes des Etats Unis, durant son dit voyage.

En Temoin de quoi, nous avons signé les presentes et y avons fait apposer le sceau des Etats Unis, es avons fait contresigner par Charles H. Simms, de'y coll. à Alexandria, le twenty-eighth jour de September, de l'an de grace le 1812.

James Madison, President de los Estados Unidos de America, a todos los que la presente Vieren :

Sea notorio, hemos concedido facultad y permiso à Bartlett Holmes, capitan ô comandante del navio llamado Ariadne, de la ciudad de Boston, y de la capacidad de 382 2-95ths toneladas, sobre poco mas ô menos, hallandose actualmente en el puerto de Alexandria y destinado para Cadiz, cargado de flour, que despues que su navio haya sido visitado, y antes de su salida, prestarà juramento entre las manos de los oficiales autorizados para el efecto de que el dicho navio pertenece à uno ô muchos ciudadanos de los Estados Unidos de la America, cuio acto se pondra al fin de la presente ; que igualmente guardará y hará guardar por su tripulacion las ordonanzas, y reglamentos maritimos, entregará una lista firmada, y confirmada por testigos, que contenga los nombres y apellidos, lugares de nacimiento, y residencia de las personas que compongan la tripulacion de su navio, y de todos los que se embarcaren en el, los quales no serán recibidos abordo sin el conocimiento y permiso de los oficiales autorizados para ello ; y en cada puerto adonde entrare con su navio mostrarà el presente permiso à los oficiales autorizados, y les hará una relacion fiel de lo ocurrido durante su viage, llevando la bandera, armas, è insignias de los Estados Unidos durante su navegacion.

En testimonio de lo qual hemos firmado las presentes, poniendo el sello de los Estados Unidos, y la hemos hecho refrendor por Charles H. Simms, d'y coll., à Alexandria, oy dia twenty-eighth de September, del ano de Sénor, 1812.

James Madison, President of the United States of America, to all who shall see these presents, greeting:

Be it known, that leave and permission are hereby given to Bartlett Holmes, master or commander of the ship called Ariadne, of Boston, of the burden of $382\frac{2}{3}$ tons, or thereabouts, lying at present in the port of Alexandria, bound for Cadiz, and laden with flour, to depart and proceed with his said ship on his said voyage—such ship having been visited, and the said B. Holmes having made oath before the proper officer that the said ship belongs to one or more of the citizens of the United States of America, and to him or them only.

In witness whereof, I have subscribed my name to these presents, [SEAL] and affixed the seal of the United States of America thereto, and caused the same to be countersigned by Charles H. Simms, deputy collector of the customs at Alexandria, the 26th day of September, in the year of our Lord Christ one thousand eight hundred and twelve—1812.

JAMES MADISON.

By the President:

JAMES MONROE,
Secretary of State.

Countersigned by—

C. H. SIMMS,
Deputy Collector.

James Madison, President van de Vereenigde Staaten van America, Aan alle de geenen die deeze teegen woordige sullen sien salut:

Doen te weeten dat by deezen vryheiden permissie gegeeven werd aen Bartlett Holmes, schipper en Bevelhebber van het schip (of vaartuij,) genaamt Ariadne van de port van Boston, groot $382\frac{2}{3}$ Tonnen of daar omtrent, leggende teegenswoordig in de Haaven van Alexandria gedestineert naar Cadiz, en beladen met flour, omte vertrekken, en met zyn voornoemd schip of vartuig daszells gemelde reize voort te zetten, zodanig ship of Vaartuig gevisiteert zynde, en de voornoemde schipper of Bevelhebber onder Eede, voor den daar toe gestelden officier verklaart hebbende dat het gemelde schip of vartuig aan een or meerder onderdanen, volk, of Ingezeetenen van de Vereenigde Staaten van America, toebehoort, en aan hem (of hun;) alleen.

In getuigenis waar van ik deeze teegenswoordige met myne naam hebbe onderteekent, en het Zeegel van onse Vereenigde Staaten van America daar aan gehegt, en het Zelve doen contrasigneeren door Charles H. Simms, deputy collector, tot Alexandria, den 28th dog van September, in bet jaar van onzes Heeren Christi, 1812.

Serenissimes, Puissants, Hauts, Illustres, Nobles, Honorables, Venerables, Sages, et prudent Seigneurs, Empereurs, Republicues; Princes, Ducs, Comtes, Barons, Seigneurs, Bourguemaitres, Echevins, Councillers, comme aussi juges, Officiers, Maires, Municipaux, Justiciers, et Regents de toutes les bonnes villes et endroits, soit ecclesiastiques ou seculiers, qui verront ou entendront lire ces lettres patentes. Nous, Cleon Moore, notary public, savoir faisons, que le Capitaine du ship Ariadne, ayant comparu devant nous, a declaré sous serment, que le navire nommé le Ariadne, du port d'environ 382 $\frac{2}{5}$ tonneaux, qu'il commande actuellement, est un bâtiment des Etats Unis Amerique, et qu'aucun citoyen ou sujet des puissances presentement, en guerre n'y a aucun part ou interêt soit directement ou indirectement, et ainsi que Dieu lui soit en aide. Et comme nous desirerions voir prosperer el il Capitaine dans ses affaires legitimes, vous prions et requerons, vous tous et chacun de vous séparément, dans les lieux où le dit Capitaine pourra arriver avec son bâtiment et sa cargaison, de vouloir bien le recevoir avec bonté et de le traiter de la manière qu'il convient, lui permettant, en payant lest droits et frais d'usage de passer, repasser, naviguer et frequenter les ports, passages et territoires, à les affaires, ou et de la manière qu'il jugera convenable: De quoi nous serons volontiers redevables.

En temoignage de qui nous apposons aux presentes le Sceau de me, Notary, &c.

Serensimos, Poderosos, Altos, Illustres, Nobles, Honorables, Venerables, Sabios, y prudentes Señores, Emperadores, Reyes, Republicas, Principes, Duques, Condes, Barones, Señores, Bourgomaestres, Regidores, Consejeros, como igualmante Jueces, Oficiales, Corregidores, Municipales y Regentes de todas las buenas ciudades y lugares, asi ecclesiasticos como seglares, que viesen ô oyesen lèer los presentos. Nos, Cleon Moore, notary public, hecemos saber que el Capitan de ship Ariadne, haviendo comparecido delante de nosotros, ha declarado, bajo de juramento, que el navio llamado Ariadne, del puerto de Boston, de cerca de 382 $\frac{2}{5}$ toneladas, que manda actualmente, es un buque de los Estados Unidos de America, y que ningun ciudadano ô vasallo de las potencias actualmente en guerra no tienen directa ô indirectamente en el, lamenor partè, y que asi Dios le ayude; y como deseamos ver prosperar al citado Capitan en sus negocios legitimos, Os pedimos y requerimos à todos en general, y à cada uno en particular en el parage adonde el dicho Capitan pueda arribar con su Buque y carga, tengais à bien recibirle con benevolencia, y tratarle del modo que conbiene, permitiendole, pagando los derechos y gastos de costumbre, pasar y repasar, navegar y frequenter los puertos, pasages, y territorios, asin de evaçar sus negocios donde y como le paresca conveniente. De lo que Os quedaremos reconocidos.

En testimonio de lo qual fixamos aqui el Sello de me, notary &c.

Most serene, serene, most puissant, puissant, high, illustrious, noble, honorable, vnerable, wise and prudent, lords, emperors, kings, republics, princes, dukes, earls, barons, lords, burgomasters, schepens, counsellors, as also judges, officers, justiciaries and regents of all the good cities and places, whether ecclesiastical or secular, who shall see

these patents, or hear them read: We, Cleon Moore, notary public, make known, that the master of the ship Ariadne, appearing before us, has declared, upon oath, that the vessel called the Ariadne, of the burden of about $382\frac{2}{7}$ tons, which he at present navigates, is of the United States of America, and that no subjects of the present belligerent powers have any part or portion therein, directly nor indirectly, so may God Almighty help him. And, as we wish to see the said master prosper in his lawful affairs, our prayer is, to all the before mentioned, and to each of them separately, where the said master shall arrive with his vessel and cargo, that they may please to receive the said master with goodness, and to treat him in a becoming manner, permitting him, upon the usual tolls and expenses in passing and re-passing, to pass, navigate, and frequent the ports, passes, and territories, to the end to transact his business, where, and in what manner he shall judge proper: Whereof we shall be willingly indebted.

In witness and for cause whereof, we affix hereto the seal of my office, this 28th September, 1812.

CLEON MOORE,
Notary Public.

Alder doorluchtigste, doorluchtigste, doorluchtige, grootmachtigste, grootmachtige, hoogh ende welgeboorne, wel edele, erentseste, achtbaare, wyze, voorsienige, heeren keizeren, koningen, republiquen, princen, fursten, hertogen, graeven baronnen, heeren, burgemeesteren, scheepenen, raden, mitsgaders, rechteren, officieren, justiciieren ende regenten aller goede steeden en plaatzen, het zy geestelyke of waereldlyke die deeze opene letteren zullen sien oste hooren leezen: Cleon Moore, notary public, te weeten dat schipper Bartlett Holmes, van Boston, (voor ons compareerende) by solemneelen Eede verkhart heest, dat het schip genaamd Ariadne, groot omtrent $191\frac{2}{3}$ lasten t'welk hy thans voert in de Verenigde Staaten van America t'huys behoord; en dat geen onderdaanen van den teegenwoordige oorlogende moogendheeden daar in direct of indirect eenig deel of gedeelte hebben: Soo waarlyk helpen hem God Almagtig: En terwyl wy den voors schipper gaarne gevorderd zagen in zyne wettigen zaake zoo is ons verzoek, aan alle voornoemde en een yder in 't byzonder alwaar den voornoemde schipper, met zyn schip en lading aankomen zal hem alle bystand gelieven te verleenen, enbehoorlyk te behandelen vergunnende hem op het betaalen der gewoonlyke Tollen en ongelden in het heen en weeder vaaren der havenen stroomen en gebied te laten passeeren vaaren en frequenteeren, omme zyn handel te dryven alwaar en in wat manner hy zigzal geraadenvinden en best oordeelen zal, war aan wy ons gaarne willen schuldigag ten.

Des t'oirconde hebben het zelve bekragtigt met het zegel van den me, notary, &c.

DISTRICT AND PORT OF PHILADELPHIA,
December 16, 1812.

We do certify that Abraham Williams is at present master of the within named vessel, in lieu of Bartlett Holmes, late master.

THOMAS WILSON,
Deputy Collector.

Messrs. Lawrason & Fowle's invoice and bill of lading of flour in ship Ariadne, September, 1812.

Shipped in good order and well conditioned, by Lawrason & Fowle, on account and risk of Nathaniel Goddard, esq., of Boston, in and upon the ship called the Ariadne, whereof is master, for the present voyage, Bartlett Holmes, now in the harbor of Alexander, and bound for Cadiz—to say: two hundred and forty-three barrels, and five hundred and fifty half barrels of flour, being marked and numbered as in the margin, and are to be delivered, in like good order and well conditioned, at the aforesaid port of Cadiz, (the danger of the seas only excepted,) unto Mr. William Farris, or to his assigns, he or they paying freight for the said goods, nothing being owner's property, with a primage and average.

In witness whereof, the master of the said ship hath affirmed to three bills of lading of this tenor and date—one of which being accomplished, the other two to stand void.

Dated in Alexandria, September 26, 1812.

BARTLETT HOLMES.

PHILADELPHIA, December 17, 1812.

As master of the ship Ariadne, I hereby promise to be accountable to Nathaniel Goddard for the quantity of flour expressed in this bill of lading; also, for one thousand and ten barrels more, shipped by A. A. Williams, at Baltimore, dated at the said place, and signed by Bartlett Holmes, stating the same to be on board said ship, provided the same is found on board.

AB'M WILLIAMS.

Invoice of flour shipped on board ship Ariadne, Bartlett Holmes master, bound for Cadiz, per order, on account and risk of Nathaniel Goddard, esq., of Boston, and consigned to Mr. William Farris, on board, for sales and returns.

153 barrels of superfine flour, at \$7 60.....	\$1,162 80
76 barrels of fine flour, at \$7 10.....	539 60
550 half barrels of superfine flour, \$4 05.....	2,227 50
14 barrels extra flour, at \$6 60.....	92 40
	<hr/>
	4,022 30

CHARGES.

Drayage.....	\$10 24
Wharfage.....	10 36
Lining.....	23 79
Proportion of consular and notarial certificates.....	1 67
Commission, 2½ per cent.....	100 55
	<hr/>
	150 61
	<hr/>
	\$4,172 91
	<hr/> <hr/>

Errors excepted.
ALEXANDRIA, September 26, 1812.

LAWRASON & FOWLE.

Invoice of flour shipped by Amos A. Williams, on board of the ship Ariadne, Bartlett Holmes, master for Alexandria, by order and for account and risk of Mr. Nathaniel Goddard, merchant, Boston.

100 barrels superfine flour, at \$9 00	\$900 00	
450 do. do. at 9 12½	4,106 25	
		\$5,006 25
<hr/>		
550		
50 do. do. at 7 50	375 00	
200 do. do. at 8 00	1,600 00	
200 do. do. at 8 25	1,650 00	
20 half barrels do. at 4 50 each	90 00	
		3,715 00
1,020		<hr/>
		8,721 25

\$5,006 25 cash, 28th May.
4,082 86 cash, 25th August.

9,089 11

Charges, viz:

Three months' storage on 550 barrels, at 4 cents per barrel per month, 12 cents...	\$66 00	
Drayage of 1,000 barrels, at 3d. per barrel, is \$33 33, and of barrels at 50 cents....	33 83	
Lining 1,000 barrels, at 3 cents per barrel	30 00	
Scowage, at 2 cents per barrel	20 00	
		<hr/> 149 83
Commission, at 2½ per cent.	218 03	
		<hr/> 367 86
		<hr/> <hr/> 9,089 11

Errors excepted.

AMOS A. WILLIAMS.

BALTIMORE, September 15, 1812.

ABSTRACT OF THE TRANSCRIPT IN CASE OF ARIADNE.

1. Citation to the United States, libellants.
2. Libel, viz: *The United States vs. The ship Ariadne, her tackle, &c., cargo, and all persons in general.*
 1. Article proposing to set forth the declaration of war, does not.
 2. Alleges the capture as property of subjects of Great Britain and territory; and as such, or otherwise, liable to confiscation and condemnation as lawful prize, according to law.
 3. Alleges the premises to be true and notorious, &c., and prays condemnation.

3. Affidavit of H. Dennison, taken 12th November, 1812, before Brackenridge, says that he was purser of the United States brig Argus. On her cruise, on 15th October, 1812, when was captured the Ariadne. Deponent present at the capture, and ordered to take charge of her as prize. That Captain Holmes delivered to Captain St. Clair all his papers, and St. Clair delivered all of them to the deponent, and deponent produces them all, without addition or subtraction, &c., numbered from 1 to 19, inclusive.

4. Another affidavit of Dennison, taken 16th November, 1812, before Douglas Alden, says that, on examining his papers, he finds he had omitted to deposit three letters and a passport, numbered from 20 to 23, and now lodged with the clerk, as received, without addition or subtraction.

Exhibit No. 1, H. Dennison. Permanent, No. 10.

5. Register and endorsements of successive captains. Captain Holmes' endorsement or certificate of captaincy, the 8th September, 1812, at Baltimore.

6. Exhibit No. 2, permission to depart. This under the seal of the United States, signed by the President and Secretary; and the destination of the vessel expressed to be to Cadiz, with a cargo of flour.

7. Sea letter, No. 3.

8. No. 4, clearance at Alexandria.

9. No. 5, list of the crew.

10. No. 6, shipping paper.

11. No. 7, bill of lading for 400 barrels of flour; shipped at Alexandria by Thos. Parsons, to be delivered at Cadiz to Wm. Farris, &c.; dated 26th September, 1812.

Bill of lading for 500 barrels of flour, shipped at the same time, and place for Sam'l May; to be delivered, on arrival at Cadiz, to Wm. Farris.

Bill for 243 barrels and 550 half barrels for account of N. Goddard; same date and tenor, except as to freight.

12. Exhibit No. 8, bill of health.

13. Exhibit No. 9, letter of instructions from N. Goddard to Captain Holmes, dated 14th September, 1812, (copy in Goddard's possession.)

14. Exhibit No. 10, invoice of flour shipped at Baltimore by Amos A. Williams for account of N. Goddard:

1,010 barrels of flour, at \$9.....	\$9,090 00
Charges—Of drayage and wharfage.....	50
Commission.....	277 25
	<hr/>
	9,367 75
	<hr/> <hr/>

Invoice of flour shipped for account of N. Goddard, S. May, Wm. & T. Parsons, consigned to Farris, on board the Ariadne, and bound for Cadiz, viz:

2,243 barrels of flour, at \$9.....	\$20,187 00
550 half barrels, at \$4 75.....	2,612 50
	<hr/>
	22,799 50

Brought forward.....	\$22,799 50
Charges and commission.....	784 67
	<hr/>
	23,584 17
	<hr/> <hr/>

LAWRASON & FOWLE.

ALEXANDRIA, *September 26, 1812.*

Bill of lading of the above, conformable in names and tenor, dated at Alexandria, 26th September, 1812; signed by B. Holmes.

Oath of Lawrason & Fowle, that the above, truly shipped for account and risk of the persons mentioned, by themselves, except 1,000 barrels shipped at Baltimore by A. A. Williams for N. Goddard; and that no subject of any belligerent power has interest therein.

Certificate of Spanish consul that the certifying officer of the above is notary.

15. Exhibit No. 11, invoice of 1,500 barrels of flour, shipped by Catlett for account and risk of Jas. & Thos. H. Perkins & Sam'l G. Perkins, viz:

1,500 barrels of superfine flour, at \$9.....	\$13,500 00
Charges, &c., &c.....	459 17
	<hr/>
	13,959 17
	<hr/> <hr/>

CHARLES J. CATLETT.

ALEXANDRIA, *September 24, 1812.*

Bill of lading, conformable to above, by Holmes, to be delivered to Wm. Farris, on board, at Cadiz.

Oath of Catlett of ownership, &c., of citizenship, &c.; and certificate of Spanish consul that Moore, who receives this oath, is notary.

16. No. 12, bill of lading of 1,010 barrels of flour, shipped at Baltimore for account of N. Goddard; to be delivered at Cadiz to Wm. Farris; dated at Alexandria, 26th September, 1812.

17. No. 13, letter of N. Goddard to Wm. Farris, dated 9th September, 1812, (copy in Goddard's possession.)

18. No. 14, letter of Thos. Parsons to Wm. Farris, dated 5th September, 1812:

DEAR SIR: I have ordered purchased, and to be shipped on board the Ariadne, by Messrs. Lawrason & Fowle, five hundred barrels of flour on my account and risk for Cadiz, which I wish you to take charge of, and dispose of it to the best advantage, and remit the net proceeds to Samuel Williams, esq., London, subject to my order; and for your services, I agree to allow you five per cent. on the sales of the flour, you paying all merchants' and brokers' commission.

Wishing you a prosperous voyage, I am your friend,

THOMAS PARSONS.

19. Exhibit No. 15, letter from J. & T. H. Perkins to Wm. Farris, dated 9th September, 1812:

CAPT. WM. FARRIS: We have ordered our friend C. J. Catlett, of Alexandria, to ship on board the ship in which you go supercargo, 1,500 barrels of flour to your address, and which we request you will dispose of on your arrival at Cadiz, and remit proceeds, after deducting freight and commission, to Samuel Williams, esq.—one-half for account of Samuel G. Perkins, and the other half for account of
J. & T. H. PERKINS.

Exhibit No. 16, letter from Samuel May to Wm. Farris, 8th September, 1812, says: The net proceeds of two hundred barrels flour, which you have of mine in your consignment, you will please to have realized; remit to Henry Bromfield, esq., London, for my account, in such mode as you may judge more for my interest.

Your obedient servant,

SAMUEL MAY.

20. Exhibit No. 17, letter to the same from Wm. Parsons:

DEAR SIR: As you are going supercargo of the ship Ariadne, Bartlett Holmes master, from Alexandria, I have agreed to ship one thousand barrels of flour in her consigned to you. The flour will be shipped by Mr. John Wheelwright, of Georgetown, District of Columbia, to whom you have a letter. The ship will proceed for Cadiz. Should you arrive there safe, I wish you to dispose of the flour in the best manner you can, and remit the net proceeds to Samuel Williams, esq., London, on my account. I agree to allow you five per cent. on the sales in full for all commission and brokerage.

Wishing you a safe and prosperous voyage, I am your friend,
WM. PARSONS.

P. S.—Please to write me as often as you may have a convenient opportunity. My intention is, that you shall receive a merchant's commission, after paying what you must necessarily pay.

21. Exhibit No. 18, memorandum of the cargo on board the ship Ariadne:

By whom shipped.	Blls.	H'f bbls.	Account of.
A. A. Williams.....	1,010		} Nathaniel Goddard.
Lawrason & Fowle.....	243	550	
Do. do.	500		Thos. Parsons.
Do. do.	500		Samuel May.
John Wheelwright.....	1,000		Wm. Parsons, 6 bbls. in dispute.
C. J. Catlett.....	1,500		As per bill of lading.
	<hr/>	<hr/>	
	4,753	550	
550 half barrels is.,....	275		
	<hr/>		
	5,028	in all.	
	<hr/>		

22. Exhibit No. 19, passport, or license, of which copy separate, in Goddard's possession.

23. Exhibit No. 20, (mentioned in Dennison's second's affidavit,) a letter, superscribed "Richard J. Hackley, esq., consul of the United States of America, per Wm. Farris, esq., Cadiz."

No. 21, superscribed "Mr. Hugh Lindsay; W. Farris, esq., Cadiz."

No. 22, superscribed "Fontaine Maury, esq.; W. Farris, esq., Lisbon."

N. B.—These letters, Nos. 20, 21 and 22, are unopened.

24. Exhibit No. 23, passport of the Secretary of State for Wm. Farris.

25. Claim by Jas. Perkins, in district court, in behalf of S. G. Perkins, Wm. Parsons, Samuel May, and Thomas, as well as for himself, and Thos. H. Perkins.

Claim by N. Goddard for the ship and his portion of the cargo. Affidavits to the same respecting the shipment of the cargo, the ownership of claimants, and their citizenship.

26. On motion of claimants, redelivery to the claimants ordered on their giving stipulation; whereupon appraisers are appointed, and they report the value, as follows:

Ship at	\$10,750
1,243 barrels and 570 half barrels, Goddard's	13,370
500 barrels, May	4,375
1,000 barrels, William Parsons	8,750
500 barrels, T. Parsons	4,375
1,500 barrels, James and T. H. Perkins, and S. G. Perkins..	13,125

27. Order issues to appraisers to report the condition of the Ariadne at the time of capture and arrival into port, and of redelivery, &c.; report that she is well fitted in every important material as she arrived, except main staysail stolen, and main staysail blown away, and some small articles said to be stolen; date 15th December, 1812. Inventory appended to the report, and it appears some coils of running rigging and some bread were taken out by the captors; also some colors.

28. On the 15th December, order of redelivery to claimants, they having given stipulation.

29. On the 19th January, the defendant's attorney filed the deposition of Hugh Jack, mate of the Ariadne, which was taken on sundry interrogatories; and he says that he was born in Ireland, and a subject of Great Britain, and not interested; that he was mate at the time of the capture; that she was captured, as he understood, in consequence of sailing with a British license; that B. Holmes is captain, and a citizen, &c.

Mate's description of the vessel, her crew, &c.; but as to the existence on board of any license or other paper from the British government, he had no knowledge; states the destination of the vessel, but knows nothing of the owners; states that all papers were given up, and none destroyed; and, in conclusion, that he has declared all he knows.

30. Here follows the decree of Judge Peters for restoration and damages.

31. Then the report of assessors of damages, giving the amount of \$41,097 35. To this report the captors excepted, filing eight articles of exception.

32. Judges decree on said exceptions distinctly, and awards in damages \$23,901 72.

33. Libellant's appeal and claimant's appeal, so far as the decree respects disallowance of damages reported by the assessors.

34. Recorder, circuit court, states the name of the case; and now, to wit: this 25th April, 1815, it is adjudged, ordered, and decreed that the decree of the district court be reversed, as well with respect to restitution as to damages, and that the ship and cargo be condemned as prize of war.

Whereupon the said James Perkins, Thomas H. Perkins, Samuel G. Perkins, Thomas Parsons, William Parsons, Samuel May, and Nathaniel Goddard, the claimants aforesaid, pray leave to appeal from the said sentence or decree to the Supreme Court of the United States, and the same is allowed.

35. Certificate that the transcript is a true copy of record, dated 13th January, 1816.

To the commanders of any of his Majesty's ships-of-war, or private armed ships belonging to subjects of his Majesty:

Whereas, from a consideration of the great importance of continuing a regular supply of flour and other dry provisions to the ports of Spain and Portugal, it has been deemed expedient by his Majesty's government that, notwithstanding the hostilities now existing between Great Britain and the United States of America, every protection and encouragement should be given to American vessels so laden with flour and other dry provisions, and bound to the ports of Spain and Portugal.

And whereas, in furtherance of these views of his Majesty's government, and for other purposes, Herbert Sawyer, esq., vice admiral and commander-in-chief of his Majesty's squadron on the Halifax station, has directed to me a letter, under date of the fifth of August, 1812, (a copy whereof is hereunto annexed,) and wherein I am instructed to furnish a copy of his letter, certified under my consular seal, to every vessel so laden, and bound either to any Portuguese or Spanish ports, and which is designed as a safeguard and protection to any such vessel in the prosecution of such voyage, Now, therefore, in pursuance of these instructions, I have granted unto the American ship *Ariadne*, Bartlett Holmes master, burden three hundred and eighty-two and 2-95th tons, now lying in the harbor of Alexandria, laden with flour, and bound to Cadiz or Lisbon, the annexed documents, to avail only for a direct voyage to Cadiz or Lisbon, and back to the United States of America, requesting all officers commanding his Majesty's ships-of-war, or private armed vessels belonging to subjects of his Majesty, not only to suffer the said ship *Ariadne* to pass without any molestation,

but also to extend to her all due assistance and protection in the prosecution of her voyage to Cadiz or Lisbon, and her return thence, laden with salt or other merchandise to the net amount of her outward cargo, or in ballast only.

Given under my hand and seal of office, at Boston, this fifth day of [SEAL] September, A. D. 1812.

ANDREW ALLEN, JR.,
His Majesty's Consul.

HIS MAJESTY'S SHIP CENTURION,
At Halifax, the 5th August, 1812.

SIR: I have fully considered that part of your letter of the 18th ultimo which relates to the means of insuring a constant supply of flour and other dry provisions to Spain and Portugal, and to the West Indies, and being aware of the importance of the subject, concur in the propositions you have made. I shall, therefore, give directions to the commanders of his Majesty's squadron under my command not to molest American vessels so laden and unarmed, *bona fide* bound to Portuguese or Spanish ports, whose papers shall be accompanied with a certified copy of this letter under the consular seal.

I have the honor to be, sir, your most obedient humble servant,
H. SAWYER, *Vice Admiral.*

ANDREW ALLEN, Esq.,
British Consul, Boston.

OFFICE OF HIS BRITANNIC MAJESTY'S CONSUL.

I, Andrew Allen, junior, his Britannic Majesty's consul for the States of Massachusetts, New Hampshire, Rhode Island, and Connecticut, hereby certify that the annexed paper is a true copy of a letter addressed to me by Herbert Sawyer, esq., vice admiral and commander-in-chief on the Halifax station.

Given under my hand and seal of office, at Boston, in the State of [L. S.] Massachusetts, this ninth day of September, in the year of our Lord one thousand eight hundred and twelve.

ANDW. ALLEN, JR.

JANUARY 23, 1816.

A true copy.

D. CALDWELL,
Clerk Dist. Ct.

UNITED STATES OF AMERICA, }
District and port of Alexandria. }

To all whom these presents shall come: I, Charles H. Simms, deputy collector of the district and port of Alexandria, do, by the tenor of these presents, certify and make known that the captain

officers, seamen, and passengers of the ship called Ariadne, of Boston, laden with flour, and of which Bartlett Holmes is captain, consisting of sixteen officers and seamen and one passenger, now ready to proceed on a voyage to Cadiz, and elsewhere beyond sea, are in good health.

And I do further certify that no epidemic or malignant disease is now in this port, or in its vicinity.

Given under my hand, and the seal of the custom-house, at Alexandria, the 26th day of September, in the year of our Lord one thousand eight hundred and twelve, and in the thirty-seventh year of the independence of the said States.

[SEAL.]

C. H. SIMMS,
Deputy Collector.

Don Pablo Chaion, vice consul de S. M. Catolica, Señor Don Fernando Septimo, por el Distrito de Columbia, residente en el puerto a Alexandria, certifica que este puerto y distrito están libres y sanos por ahora de toda enfermedad ad pestilente, y que la ponía abaxo del documento de la otra parte de este papal, del Señor C. H. Simms, oficial diputado de la Aduana de esto, es la misma que acostumbra poner en todos sus escritos, tanto en juicio como fuera de el; y para que cometida de mas comanza, doy el presente, firmado de mi ponía y con el real sello de este vice consulado de España, en Alexandria, veinte y seis de Septiembre, del año de mil ocho cientos y doce.

PABLO CHAION. [L. s.]

UNITED STATES OF AMERICA, }
Pennsylvania District, } ss.

District Court of the United States for Pennsylvania District.

LIBELLANT vs. THE SHIP ARIADNE AND CARGO.

Personally appeared Thomas Parsons, of Boston, in the district of Massachusetts, merchant, and made oath that he is a native citizen of the United States, and that he is the true, lawful, and sole owner of five hundred barrels of flour, part of the cargo of the said ship Ariadne, laden and being on board thereof at the time of the seizure and detention thereof by Lieutenant Sinclair, commanding the United States armed brig Argus; and this deponent further saith that the said five hundred barrels of flour were shipped on board said ship Ariadne at Alexandria by Lawrason and Fowle, by the order and for the sole account and risk of this deponent, to be transported in said ship to the port of Cadiz, in Spain; and that the bill of lading and invoice of the said five hundred barrels of flour, which are herunto annexed, were received by this deponent from said Lawrason and Fowle, and that the same are true and genuine; and this deponent further saith that no person or persons being a subject or subjects of,

or inhabiting within any of the Territories of, the enemies of the United States had, at the time of lading the said five hundred barrels of flour on board the said ship *Ariadne*, or at the time of the said seizure and detention thereof, or at any time since, or now have, or will have, in case of restitution thereof to this deponent, any right, title, or interest, directly or indirectly, in or to the said five hundred barrels of flour claimed by this deponent, or any part thereof; and that the claim hereto annexed is a just and true claim, and that he shall be able to make due proof thereof, as he verily believes.

THOMAS PARSONS.

UNITED STATES, }
Massachusetts District, } ss.

BOSTON, *November 19, 1812.*

Sworn before me.

J. N. DAVIS,
District Judge, District of Massachusetts.

UNITED STATES OF AMERICA, }
Pennsylvania District, } ss.

District Court of the United States for Pennsylvania District.

LIBELLANT *vs.* THE SHIP *ARIADNE* AND CARGO.

The claim of Thomas Parsons, of Boston, in the district of Massachusetts, in the United States, merchant, and a native citizen of the United States, as the true, lawful, and sole owner of part of the cargo, laden and being on board the said ship *Ariadne* at the time of the seizure and detention thereof as prize by Lieutenant Sinclair, commanding the United States armed brig *Argus*, to wit: of five hundred barrels of flour, part of the said cargo; which said ship *Ariadne* and cargo have since been brought to and are now detained at Philadelphia, within the jurisdiction of this honorable court; for the said five hundred barrels of flour, as his sole property as aforesaid, and as laden on board the said ship *Ariadne* at and before the time of the said seizure and detention for the purpose of being transported from the port of Alexandria to the port of Cadiz, in Spain, on the sole account and risk and as the property of this claimant; and for all such costs, charges, damages, and expenses as have arisen or shall arise by reason of the said seizure and detention.

THOMAS PARSONS.

Shipped in good order and well conditioned, by Lawrason & Fowle, on account and risk of Thomas Parsons, esq., in and upon the ship called the *Ariadne*, whereof is master, for this present voyage, Bartlett Holmes, now in the harbor of Alexandria, and bound for Cadiz—to say: five hundred barrels of flour, being marked and numbered as

the margin, and are to be delivered in like good order and well conditioned, at the aforesaid port of Cadiz, (the danger of the seas only excepted,) unto Mr. William Farris, or to his assigns, he or they paying freight for the said goods, two dollars and a half per barrel, with five per cent. primage and average.

In witness whereof, the master of the said ship hath affirmed to three bills of lading of this tenor and date—one of which being accomplished, the other two to stand void. Dated in Alexandria, September 26, 1812.

BARTLETT HOLMES.

Invoice of flour shipped on board ship Ariadne, Bartlett Holmes master, bound for Cadiz, per order, on account and risk of Thomas Parsons, esq., of Boston, and consigned to Mr. Wm. Farris, on board, for sales and returns.

425 barrels of superfine flour.....	\$7 62½	\$3,240 62
75 barrels of fine flour.....	7 12½	534 38
		<u>3,775 00</u>

Charges.

Drayage	13 75	
Wharfage	10 00	
Lining	15 00	
Proportion of consular and notarial certificates...	1 67	
Commission, 2½ per cent.....	94 37	
	<u>134 79</u>	
		<u><u>3,909 79</u></u>

Errors excepted.

LAWRASON & FOWLE.

ALEXANDRIA, *September 26, 1812.*

PHILADELPHIA, *December 17, 1812,*

As master of the ship Ariadne, I hereby promise to be accountable to Thomas Parsons, esq., for the quantity of flour expressed in this bill of lading, signed by Bartlett Holmes, dated at Alexandria, stating the same to be laden on board said ship, provided the same is found on board.

AB'M WILLIAMS.

NEW YORK, *March 14, 1826.*

SIR: The subject of our claims for losses by the fire in the entrepot at Antwerp has been taken up there with great spirit by F. Deponhon, for the losers, in an address to the chamber of representatives, and it is signed by the merchants in Antwerp who are inter-

ested. The advices are, that it would be carried in our favor if this government would *demand the payment with decision*. It requires us all, in our respective places, to *importune* the Secretary of State, through our representatives in Congress, to urge this to a settlement. The French affair has frightened them, and a *menace*, as it is called in Europe, would assure us of payment. Please to engage those alike interested to stir strong in the business, and we may effect our object.

Very respectfully, your most obedient,

ROBT. L. PATTERSON.

NATHL. GODDARD, Esq., *Boston*.

TREASURY DEPARTMENT,
Register's Office, February 2, 1818.

SIR: I beg leave to state that there are not any records yet made in this office in relation to the proceeds of the ship *Ariadne* and of her cargo. Upon the information of the Treasurer, there were twenty-five thousand and three dollars and forty cents paid to Thomas Tudor Tucker, as treasurer of the navy pension fund, on the 2d May, 1817, but the entry in the treasurer's bank book does not state on what account.

I have the honor to be, sir, your most obedient and most humble servant,

JOSIAH NOURSE.

Hon. W. H. CRAWFORD,
Secretary of the Treasury.

Remission of fines, forfeitures, and penalties.

1797—March 3.—Whenever any person shall have incurred any fine, penalty, forfeiture, or disability, or shall have been interested in any vessel, goods, wares, or merchandise which shall have been subject to any seizure, forfeiture, or disability, by force of any present or future law of the United States, for the laying, levying, or collecting any duties or taxes, or by force of any present or future acts concerning the registering and recording of ships or vessels, "or any act concerning the enrolling and licensing ships or vessels employed in the coasting trade or fisheries, and for regulating the same," the Secretary of the Treasury is empowered to remit or mitigate the same, upon the compliance with certain forms prescribed in the act.—(Laws U. S., vol. 2, p. 585.)

This act was to continue in force for two years. On the 11th February, 1800, the act was made perpetual, and is now in force.

If Nathaniel Goddard and others had violated any law, under the circumstances of their case, the Secretary of the Treasury would have granted relief. But as he had no authority to act, except in cases of breach of the revenue laws, and as the petitioners, as he states, and as is admitted on all hands, did not violate or evade any law, his

authority did not extend to their case. Thus, it would seem that if Mr. Goddard and his partners had violated or evaded the laws of the country, and had done it ignorantly and without intention to defraud the revenue, they could have obtained relief; but as they broke no law, they have lost their whole property.

It ought also to be borne in mind that, if the remission had been made by the Secretary of the Treasury, the *whole* would have been remitted, as the saving clause in the third section of the act of March 3, 1797, relates only to cases occurring *before the passing* of that act.

Subjoined is a list of about twenty cases of remission of forfeiture by special acts of Congress, most, if not all, of which went on the ground that the parties were ignorant of the law, and did not intend to violate or evade the laws or to defraud the revenue.

Independently of these cases, there are a great number of others in which the same principle is involved—of a want of intention to do wrong—in which forfeitures have been incurred under the laws prohibiting the slave trade, and afterwards remitted by Congress.

1809—June 28.—All claim of the United States to any money arising from the sale of the ship *Clara*, sold in pursuance of a decree of the district court for Orleans district, be, and the same is hereby, relinquished and remitted to Andrew Foster and John P. Giraud, late owners of said ship, anything in any former law to the contrary.—(Laws U. S., vol. 4, p. 237.)

1814—March 31.—The Secretary of the Treasury is authorized to remit the penalty incurred by Joseph W. Page, of Charleston, South Carolina, as surety in an embargo bond for Bernard Lafon.—(Laws U. S., vol. 4, p. 676.)

1814—April 6.—The fines, penalties, and forfeitures incurred by Jona. Davis and others, who imported into Providence a cargo of merchandise from Havana, in 1813, is remitted.—(Laws U. S., vol. 4, p. 677.)

1814—April 18.—The penalty imposed on the owners of schooner *Industry*, for illegally unlading merchandise at Edgartown, is remitted and refunded.—(Laws U. S., vol. 4, p. 707.)

1817—March 3.—Forfeiture incurred by Robert Burnside, for illegally importing goods from Liverpool into New Orleans in 1811, remitted and refunded.—(Laws U. S., vol. 6, p. 182.)

1818—April 20.—Money received by United States in consequence of condemnation of ship *Edward*, refunded to Jonathan Amory and Thos. C. Amory.—(Laws U. S., vol. 6, p. 348.)

1822—May 7.—Forfeiture of property of Peter Caldwell and James Britten, imported into New York, and seized and sold for breach of law, remitted and refunded.—(Laws U. S., vol. 7, p. 66.)

1824—May 17.—Forfeiture of merchandise illegally imported by David Beard, remitted and refunded.—(Laws U. S., vol. 7, p. 249.)

1824—May 24.—Forfeiture incurred by J. Ottramare on four packages of jewelry, condemned in New Orleans, remitted and refunded.—(Laws U. S., vol. 7, p. 280.)

1825—March 3.—Amount received by United States on account of sale of sloop *Mary*, condemned for violation of law, remitted and refunded to Elisha Snow.—(Laws U. S., vol. 7, p. 355.)

1826—March 20.—Amount received by United States on account of sale of goods imported from Liverpool, in violation of law, remitted and refunded to J. Dickson & Co.—(Laws U. S., vol. 7, p. 501.)

1828—May 24.—Penalty incurred by Nath'l Briggs, under act providing passports for ships, remitted.—(Laws U. S., vol. 8, p. 156.)

1830—April 7.—Penalty incurred by Thos. Shiverick, for not renewing license of his vessel, remitted and refunded.—(Laws U. S., vol. 8, p. 284.)

1830—April 15.—Proceeds of wine belonging to C. H. Hall, improperly condemned and sold, refunded and remitted.—(Laws U. S., vol. 8, p. 285.)

1830—April 24.—Amount received for forfeiture of schooner Volante, condemned and sold, remitted and refunded to John Burton and others.—(Laws U. S., vol. 8, p. 293.)

1830—May 31.—Amount received for sale of goods imported by David Beard, in violation of law, remitted and refunded.—(Laws U. S., vol. 8, p. 388.)

1831—March 2.—Amount received for sale of schooner Anna and her cargo, condemned for violation of revenue laws, remitted and refunded to Peters & Pond.—(Laws U. S., vol. 8, p. 433.)

1833—March 2.—Penalty imposed on Robert Eaton, for neglect to comply with a requirement of revenue laws, refunded.—(Laws U. S., vol. 8, p. 844.)

1833—March 2.—Amount received from sale of schooner Mary and cargo, condemned and sold, remitted to John Dauphin's heirs.—(Laws U. S. vol. 8., p. 860.)

James Madison, President of the United States of America, to all who shall see these presents, greeting:

Whereas it has been represented to me that at a circuit court of the United States for the district of Massachusetts, held in the year 1816, the Swedish ship *Mercurius* and cargo were condemned for a violation of the law of the United States interdicting commercial intercourse between the United States and Great Britain and France, and their dependencies; and whereas it has been made to appear to me that Christian Bodorn, the petitioner in this case, and the captain of the vessel referred to, was not actuated by any fraudulent motive or willful neglect in the transactions which led to the condemnation aforesaid, but which was the result of ignorance on his part:

Now, therefore, be it known that I, James Madison, President of the United States, have remitted, and I do hereby remit, all the interest of the United States in the condemnation or forfeiture aforesaid.

[SEAL.] In testimony whereof, I have hereunto set my hand and caused the seal of the United States to be affixed.

Done at the city of Washington this 3d day of March, in the year

of our Lord one thousand eight hundred and seventeen, and of the independence of the United States the forty-first.

JAMES MADISON.

By the President.

JAMES MONROE,
Secretary of State.

A true copy. Attest :

JOHN W. DAVIS,
Clerk District Court Massachusetts District.

Boston, *September 9, 1812.*

SIR: The ship *Ariadne*, Bartlett Holmes master, now lying at Alexandria, bound for Cadiz, will sail with all possible despatch for that place. You will proceed there as soon as convenient and take charge of the cargo laden on board, consisting wholly of flour, and consigned to your address. It is my wish that so much of the same as is shipped for my account may be sold as soon as possible after your arrival at Cadiz, and the proceeds invested in good bills on London and remitted to Samuel Williams, esq., merchant, No. 13 Finsbury square, for my account; and that you give me the earliest information of the same. The other shippers will direct in what manner to make their remittance.

From recent interruptions of regular supplies of flour at Cadiz, we are led to believe that the demand for this article will be such as to insure you a valuable market in the event of safe arrival; nor can we entertain a doubt that the policy of Great Britain will lead her cruisers to abstain from offering any impediment to the free passage of vessels destined for Spain and Portugal. Under *this impression* we have been induced to make the shipment now under your care, firmly believing that the same indulgences which have occasionally been extended to Sweden and other of her enemies by Great Britain, will be shown to ships of the United States carrying supplies absolutely necessary for the subsistence of the suffering inhabitants of Spain. It is agreed that you shall have suitable accommodations on board the ship and be furnished with such provisions as are procured for the cabin, free of expense, and that the necessary charges of travelling from this to Alexandria shall be averaged on the property on board, and paid accordingly.

You will also please to remit the sum of nineteen hundred and ten dollars to Samuel Williams, esq., London, for account of Samuel F. Coolidge, esq., of this place, to be assessed on the whole cargo. As compensation for your services I agree to allow you five per cent. on the sales of the flour in Cadiz, you paying therefrom all other commissions, &c. As it is possible some unforeseen event may turn up in the course of the voyage you will act in such case as you may think prudent and most conducive to the interest of the concerned, being

careful not to violate any laws or regulations of the United States, or the municipal or other regulations of the place you may visit.

Wishing you a pleasant voyage, I subscribe myself your obedient servant,

NATHANIEL GODDARD.

Captain WILLIAM FARRIS.

WASHINGTON, *March 17, 1818.*

SIR: In answer to the inquiry, "Are there any other causes similar to that of the *Ariadne's*, on which condemnation has been decreed by the Supreme Court of the United States, and a moiety of the proceeds paid into the treasury?" I am enabled to state that a gentleman of the law, of the first respectability, has examined, in my behalf, and ascertained that there has been but three other condemnations, two of which were captured by *private* armed vessels; consequently, nothing accrued to the treasury from them. I am not informed what papers they possessed. The other was a brig, called the *Julie*, captured by the United States frigate *Chesapeake*. She was from Lisbon, with about three hundred hogshheads of salt on board, value, at *first cost*, not more than \$500, and the vessel was of but little value. Her papers were received at Halifax *by the original holder, in person, and in time of war*, and declared in the body of them, to be in consideration of his being favorably disposed to the British government, &c.—papers, *in all respects, dissimilar to ours.*

I am, with great respect, your obedient servant,

NATH'L GODDARD.

Hon. Mr. LOWNDES.

I, Samuel May Frothingham, of Boston, in the district of Massachusetts, merchant, of lawful age to give evidence, do depose and say, that the accounts of sales annexed to this deposition are the true and only accounts of the sales of the cargo of the *Ariadne*, in the voyage on which I was supercargo, and that the instructions hereunto annexed are the true instructions which I received from the several shippers of goods on board her. The instructions of Mr. Goddard are contained in his letter to Captain Williams, of which a copy, or the original, is also annexed, with the certificate or receipt of said Williams, thereunto subjoined.

SAMUEL MAY FROTHINGHAM.

I also depose, that the Spanish consul's certificates, with the bills of lading thereunto attached and hereunto annexed, were and are the true and original certificates and bills of lading with which the said ship *Ariadne* sailed on her second voyage.

SAMUEL MAY FROTHINGHAM.

STATE OF MASSACHUSETTS, BOSTON, ss.

On this twenty-third day of January, in the year of our Lord one thousand eight hundred and sixteen, personally appeareth the above-

named deponent before me, the subscriber, one of the judges of the circuit court of common pleas for the middle circuit, and being by me carefully examined and cautioned and sworn in due form of law, to testify the whole truth, and nothing but the truth, relating to a certain admiralty cause, wherein Lieutenant Sinclair, the officers and crew of the United States ship of war Argus, are libellants of the ship Ariadne and cargo, and Nathaniel Goddard *et al.* are claimants, now depending before the Supreme Court of the United States, next to be holden at Washington, in the District of Columbia, on the first Monday of February next, he maketh oath to the deposition above written, and subscribes the same in my presence, the said deposition being first reduced to writing by me in his presence, taken *de bene esse*, at the request of the said claimants, to be used in the cause aforesaid. The adverse party was not notified to be and was not present; they living and being more than one hundred miles from this place of caption, and no attorney for them or either of them being within that distance in the knowledge of the subscriber; and the said deponent living more than one hundred miles from the said place of trial is the cause of taking this deposition before me, I not being of counsel or attorney to either of the parties, or interested in the event of said cause.

WM. WETMORE.

Judge's fees, &c., \$3.

Invoice of flour shipped by Amos Williams, of Baltimore, on board the ship Ariadne, of Boston, Bartlett Holmes master, bound for Cadiz, on account of Nathaniel Goddard, esq., of Boston, a citizen of the United States of America, and consigned to Mr. William Farris on demand and returned.

1,010 barrels flour, at \$9 per barrel..... \$9,0. 0 00

Charges.

Drayage and wharfage..... \$50 00

Commission, two and a half per cent..... 227 25

277 25

9,367 25

Invoice of flour shipped by Lawrason & Fewle on board ship Ariadne, Bartlett Holmes master, bound for Cadiz, on account and risk of Messrs. Nathaniel Goddard, Samuel May, Thomas Parsons, and William Parsons, of Boston, citizens of the United States of America, and consigned to Mr. William Farris on board for sales and returns.

2,243 barrels of flour, at \$9 per barrel..... \$20,187 00

550 half barrels of flour, at \$4 75..... 2,612 50

Charges.

Drayage and wharfage.....	\$125 90	
Lining.....	83 79	
Consular and notarial certificates.....	5 00	
Commission, two and a half per cent.....	569 98	
		\$784 67
		<u>23,584 17</u>

[Errors excepted.]

LAWRASON & FOWLE.

ALEXANDRIA, *September 26, 1812.*

Shipped, in good order and well conditioned, by Lawrason & Fowle, in and upon the ship called the Ariadne, whereof is master for this present voyage, Bartlett Holmes, now in the harbor of Alexandria, and bound for Cadiz, to say, twenty-two hundred and forty-three barrels and five hundred and fifty half barrels of flour, on account and risk of Messrs. Nathaniel Goddard, Samuel May, Thomas Parsons, and William Parsons, of Boston, citizens of the United States of America, being marked and numbered as in the margin, and are to be delivered in like good order and well conditioned at the aforesaid port of Cadiz (the danger of the seas only excepted) unto Mr. William Farris, or to his assigns, he or they paying freight for the said goods, (two dollars and a half per barrel, with five per cent. prime and average.) In witness whereof, the master of the said ship hath affirmed to three bills of lading of this tenor and date, one of which being accomplished the other two to stand void.

BARTLETT HOLMES.

Dated in ALEXANDRIA, 26th September, 1812.

UNITED STATES OF AMERICA.

DISTRICT OF COLUMBIA, }
Alexandria County, } *to wit:*

On this day, the twenty-sixth of September, in the year of our Lord one thousand eight hundred and twelve, before me, Cleon Moore, notary public for the town and county of Alexandria, in the District of Columbia, residing therein, and by law duly admitted and sworn, personally appeared Lawrason & Fowle, of Alexandria, merchants, and made oath according to law that twenty-two hundred and forty-three barrels and five hundred and fifty half barrels of flour, contained in the annexed invoice and bill of lading, is here shipped by them on account and risk of Nathaniel Goddard, Samuel May, Thomas Parsons, and William Parsons, of Boston, and that one thousand barrels contained in the annexed invoice was shipped by Amos A. Williams at Baltimore, (the ship having since arrived here to finish loading) on account of Nathaniel Goddard, on board the ship Ariadne, now lying at anchor in the river Potomac and port of Alexandria, bound to Cadiz, whereof Bartlett Holmes is at present master; that no subject or subjects of any of the present belligerent powers hath or have any

interest or concern therein, directly or indirectly, and that all concerned in said flour are native citizens of the United States of America. And I, the said notary, do certify that the said parties are all (from universal repute) native citizens of the United States aforesaid.

[SEAL.] In testimony whereof, I have hereunto set my hand and affixed my seal notarial the day and year above mentioned.

CLEON MOORE,
Not. Pub.

A true copy of the original.

Account of sales, charges, and net proceeds of 1,517 barrels of flour, at Cadiz, received per ship Ariadne, Williams master, from Philadelphia, per order and for account and risk of Mr. Nathaniel Goddard, merchant, Boston.

1913.			
March 25	Sold to Domingo Perez, 2 mos cr., 322 barrels, at \$14 00.....	\$4, 508 00	
	Do...sundry persons, cash..... 137½ ..do..... 14 00.....	1, 925 00	
	Do.....do.....do..... 90 ..do..... 13 75.....	1, 237 50	
	Do.....do.....do..... 2 ..do..... 13 50.....	27 00	
	Sold on board.....551½ ..do		
May	Sold to M. Palacias, cash.....150 ..do..... 13 50.....	2, 025 00	
1814.			
February 20	..do...custom-house at Cadiz..... 54 ..do..... 13 50.....	729 00	
March 20	..do...Galsuan, 2 and 3 mos. cr...761½ ..do..... 12 00.....	9, 138 00	
	<u>1, 517</u>		<u>19, 589 50</u>
	Amount sold on board 551½ barrels.		
	Amount landed..... 965½ ..do		
	<u>1, 517</u>		
	CHARGES.		
	Paid custom-house papers.....	\$2 90	
	duty on 815½ barrels, at 18 reals	733 95	
	lighterage on 965½ barrels, at 2½ reals.....	120 69	
	landing-965½ barrels and piling on beach, at ½ real	24 14	
	watching at Aguada, 10 ds.....	3 00	
	carriage 965½ barrels to stores, at 2½ reals.....	120 69	
	cooperage going into stores.....	24 18	
	cooperage coming out, and barrels to start flour		
	into	17 19	
	piling in stores and delivering, at 1 real.....	48 27	
	storage 150 bbls, March to May, 2 mos., at 1 real.	15 00	
	storage 54 bbls, Mar. to Feb., 11 mos., at 1 real.	29 70	
	storage 761½ bbls, March, 1813, to March, 1814,		
	12 months, at 1 real.....	456 90	
	guarantee on credit of \$13, 646, at 2½ per cent....	272 92	
	commission on \$19, 589 50, at 5 per cent.....	979 47	
			<u>2, 849 00</u>
	Net proceeds.....		<u>16, 740 50</u>

Errors excepted.
CADIZ, March 20, 1814.

SAMUEL M. FROTHINGHAM.

DR.

Mr. Nathaniel Goddard in account with Samuel Frothingham.

CR.

1813.			1813.		
March	.....	To bill remitted S. Williams, esq £3,000, at 48 <i>d.</i>	\$11,294 11	March	.....
	30	To disbursements ship Ariadne	873 70		By sales of 1,517 barrels flour, per Ariadne.....
	30	To invoice salt, per ditto.....	2,318 33		By amount of freight money per ditto.....
	30	To paid for beef, \$97; $\frac{1}{2}$ barrel flour, \$7.....	104 00	1814.	
July	12	To bill remitted S. Williams, £1,050, at 51 $\frac{1}{2}$ <i>d.</i>	3,684 29	July 18	By invoice of 62 bales wool, resold for.....
		per peso		20	Balance per contra.....
1814.					
June	5	To proportion of my expenses here from sailing of			
		the ship to this date	292 50		
	14	To amount of invoice purchased of 62 bales fine			
		Estremaña wool	6,750 05		
July	18	Remitted S. Williams £1,609 3 <i>s.</i> 9 <i>d.</i> , at 42 <i>d.</i> per			
		peso.....	6,923 57		
			<u>32,240 55</u>		
					<u>32,240 55</u>

E. E.

CADIZ, July 20, 1814.

Boston, April, 1815.—Received the above balance of Mr. N. Goddard.

SAMUEL M. FROTHINGHAM.

SAMUEL M. FROTHINGHAM.

N. & B. GODDARD.

Bill of lading of salt on board of the ship Ariadne, 1813.

Shipped, in good order and well-conditioned, by Hall & Russel, on board the good ship called the Ariadne, whereof is master, for this present voyage, Abraham Williams, now lying in the port of Cadiz, and bound for Boston, to say, one hundred and thirty-four lasts of salt, being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid port of destination, (the danger of the seas only excepted,) unto Nathaniel Goddard or to his assigns, he or they paying freight for the said salt, nothing, being the property of the owner of said ship, with primage and average accustomed.

In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the other to stand void. Dated in Cadiz, the 28th day of March, 1813.

ABM. WILLIAMS.

Instructions of Thomas Parsons, esq., to William Farris.

BOSTON, *September 5, 1812.*

DEAR SIR: I have ordered, purchased, and to be shipped on board the Ariadne, by Messrs. Lawrason & Fowle, five hundred barrels of flour on my account and risk for Cadiz, which I wish you to take charge of, and dispose of it to the best advantage, and remit the nett proceeds to Samuel Williams, esq., London, subject to my order, and for your services I agree to allow you 5 per cent. on the sale of the flour, you paying all merchant broker's commission.

Wishing you a prosperous voyage, I am your friend,
THOMAS PARSONS.

Capt. WILLIAM FARRIS.

Bill of lading of salt on board ship Ariadne.—1813.

Shipped, in good order and well conditioned, by Hall & Russel, on board the good ship called the Ariadne, whereof is master, for this present voyage, Abraham Williams, now lying in the port of Cadiz, and bound for Boston, to say: One hundred and thirty-four lasts of salt, being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned, at the aforesaid port of destination, (the danger of the seas only excepted,) unto Nathaniel Goddard, or to his assigns, he or they paying freight for the said salt, nothing, being the property of the owner of said ship, with primage and average accustomed. In witness whereof, the master or purser of the said ship hath affirmed to four bills of lading, all of this

tenor and date ; one of which being accomplished the other to stand void. Dated in Cadiz the 28th day of March, 1813.

ABM. WILLIAMS.

Invoice of salt shipped on board the American ship Ariadne, Abraham Williams master, bound for Boston, by order of the said master, and for account and risk of Nathaniel Goddard, esq., resident merchant in that city, viz :

42 lasts of salt, at \$16.....	\$672 00
83½ lasts of salt, at \$17.....	1,419 50
2½ lasts of salt, at \$16.....	40 00
6 lasts of salt, at \$13.....	78 00
<hr/>	<hr/>
134	2,209 50
<hr/>	<hr/>

Charges.

Paid heaving on board, at 8 per last.....	\$53 60	
Commission, 2½ per cent.....	55 23	
	<hr/>	108 83
To debit of Mr. J. M. Frothingham, in account current		<hr/>
		2,318 33
		<hr/>

Errors excepted.

HALL & RUSSEL.

CADIZ, *March 27*, 1813.

S. M. FROTHINGHAM.

Manifest of cargo laden on board, at Cadiz, the ship Ariadne, Abraham Williams, master, bound for Boston.

Description of goods.	By whom shipped.	Consignee.
134 lasts of salt	A. Williams	Nathaniel Goddard.
27 boxes raisins	do	do
1 dozen straw mats	do	do
1 quarter cask of wine	do	do
14 jars of olives	do	do
<i>Sea and cabin stores, viz :</i>		
5 barrels beef, 200 pounds ship bread, 10 pounds coffee, 20 pounds sugar, 2 pounds tea, 2 boxes raisins, 1 keg figs, 1 quarter casks wine, (part used,) and a few empty bottles, (used).....		do.....
<i>Passenger's Baggage.</i>		
5 trunks, 1 writing desk, and small medicine chest.....		

ABRAHAM WILLIAMS.

AT SEA, *April 28*, 1813.

IN THE HOUSE OF REPRESENTATIVES, *February 29, 1840.*

Mr. RUSSELL, from the Committee of Claims, reported the following bill:

A BILL for the relief of Nathaniel Goddard and others.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there be repaid to Nathaniel Goddard, William Parsons, Thomas C. Amory and company, Samuel G. Perkins and company, James and Thomas H. Perkins, Thomas Parsons, and Samuel May, out of any money in the treasury not otherwise appropriated, the amount of the proceeds of the ship Ariadne and cargo, which has been paid to the treasurer of the United States.

Shipped, in good order and well conditioned, by John Wheelright, on account and risk of William Parsons, esq., of Boston, in and upon the ship called the Ariadne, whereof is master for the present voyage Bartlett Holmes, now in the harbor of Alexandria, and bound for Cadiz, to say, one thousand barrels flour, on account and risk of William Parsons, esq., of Boston, being marked and numbered as in the margin, and are to be delivered, in like good order and well conditioned, at the aforesaid port of Cadiz (the danger of the seas only excepted,) unto Mr. William Farris, or to his assigns, he or they paying freight for the said goods two dollars and a half per barrel, with five per cent. primage and arrearage.

In witness whereof, the master of the said ship hath affirmed to two bills of lading of this tenor and date; one of which being accomplished, the other one to stand void.

BARTLETT HOLMES.

Dated in ALEXANDRIA, September 26, 1812.

PHILADELPHIA, *December 17, 1812.*

As master of the ship Ariadne, I hereby promise to be accountable to William Parsons, esq., for the quantity of flour expressed in this bill of lading, signed by Bartlett Holmes, dated at Alexandria, stating the same to be laden on board said ship, provided the same is found on board.

ABM. WILLIAMS.

Invoice of one thousand barrels of flour shipped by John Wheelwright on board the ship Ariadne, Bartlett Holmes, master, bound to Cadiz, on account and risk of Mr. William Parsons, of Boston, and consigned to Mr. William Farris, per order.

1812.				
Sept.	1	500 barrels S. F. wheat flour, at \$7 87½.....	\$3,937 50	
	14	200 .....do.....do..... at \$8 03.....	1,606 00	
Oct.	2	300 .....do.....do..... at \$11.....	3,300 00	\$8,843 50
		<i>Charges.</i>		
		Drayage	27 77	
		Wharfage.....	20 00	
		Cooperage.....	30 00	
		Commission on \$8,843 50, at 2 per cent.	176 87	254 64
				9,098 14

Errors excepted.
 GEORGETOWN, September 26, 1812.

JOHN WHEELWRIGHT.

UNITED STATES OF AMERICA, }
 Pennsylvania District, } ss.

District Court of the United States for Pennsylvania.

LIBELLANTS vs. THE SHIP ARIADNE AND CARGO.

Personally appeared William Parsons, of Boston, in the district of Massachusetts, merchant, and made oath that he is a native citizen of the United States, and is the true, lawful and sole owner of one thousand barrels of flour, part of the cargo laden and being on board the said ship Ariadne at the time of the seizure and detention thereof as prize by Lieut. — Sinclair, commanding the United States armed brig Argus; and this deponent further saith, that the said one thousand barrels of flour were shipped on board said ship Ariadne at Alexandria by John Wheelwright by the order and for the account and risk of this deponent, to be transported in said ship to the port of Cadiz, in Spain; and that the bill of lading and invoice of the said one thousand barrels of flour, which are hereto annexed, were received by this deponent from the said John Wheelwright, and that the same are true and genuine; and this deponent further saith, that no person or persons being a subject or subjects of, or inhabiting within any of the territories of the enemies of the United States, had, at the time of lading, the said one thousand barrels of flour on board the said ship Ariadne, or at the time of the said seizure and detention thereof, or at any time since, or now have, or will have in case of restitution thereof to this deponent, any right, title or interest, directly or indi-

rectly, in or to the said one thousand barrels of flour claimed by this deponent, or any part thereof; and that the claim hereto annexed is a just and true claim, and that he shall be able to make due proof thereof, as he verily believes.

WILLIAM PARSONS.

*United States, Massachusetts District, ss.
Boston, Nov. 19, 1812.*

Sworn before me.

J. W. DAVIS,
District Judge District of Massachusetts.

UNITED STATES OF AMERICA, }
Pennsylvania District, } ss.

District Court of the United States for Pennsylvania District.

LIBELLANTS vs. THE SHIP ARIADNE AND CARGO.

The claim of William Parsons, of Boston, in the district of Massachusetts, in the United States, merchant, a native citizen of the United States, as the true, lawful and sole owner of part of the cargo laden and being on board the said ship Ariadne at the time of the seizure and detention thereof as prize, by Lieut. ——— Sinclair, commanding the United States armed brig Argus, to wit, of one thousand barrels of flour, part of the said cargo, which said ship Ariadne and cargo have since been brought to, and are now detained at Philadelphia, within the jurisdiction of this honorable court, for the said one thousand barrels of flour as his sole property as aforesaid, and as laden on board the said ship Ariadne at and before the time of the said seizure and detention, for the purpose of being transported from the port of Alexandria to the port of Cadiz, in Spain, on the sole account and risk and as the property of this claimant, and for all such costs, charges, damages and expenses as have arisen or shall arise by reason of the said seizure and detention.

WILLIAM PARSONS.

IN THE HOUSE OF REPRESENTATIVES, *February 29, 1840.*

Mr. RUSSELL, from the Committee of Claims, submitted the following report:

The Committee of Claims, to whom was referred the petition of Nathaniel Goddard and others, report:

That the claim in this case was first presented to Congress in January, 1818, and referred, in the House of Representatives, to the Committee of Ways and Means, and a report made thereon, by the Hon. William Lowndes, chairman of the said committee, in favor of the prayer of the petitioners, and introduced a bill for their relief, which failed to become a law. In 1824 said petition was again introduced

and referred, but no further action at that time appears to have been had thereon. In December, 1837, it was again introduced into the House of Representatives and referred to the Committee of Claims, and a favorable report made thereon, and a bill introduced for the petitioners' relief; but no final action appears to have been had thereon. This committee have examined the claim and reviewed the preceding reports made thereon, and concur in the conclusions to which the respective committees arrived, and adopt the report made on the 22d day of December, 1837, as a part of this report, and herewith present a bill for the petitioners' relief.

DECEMBER 22, 1837.

The Committee of Claims, to whom was referred the petition of Nathaniel Goddard and others, owners of the ship Ariadne, and shippers of her cargo, praying a remission of the forfeiture and a return of the avails, so far as they have been realized by the United States, respectfully report:

The petitioners state that they are American citizens, and were sole owners of the ship Ariadne and her cargo, which sailed from Alexandria, in the District of Columbia, in the month of September, 1812, with a cargo of flour, bound to Cadiz, a Spanish port; that, on her direct voyage thither, and on the 15th October, 1812, she was captured by the United States brig-of-war Argus, and brought into the district of Pennsylvania, and there libelled in the district court by the captors as prize of war; that the sole cause of her capture and of her condemnation, as hereinafter mentioned, was, that she had on board, at the time of her capture, a British license (see appendix 1;) that the petitioners gave bonds, on the delivery of the vessel and cargo to them, in the usual form, and the Ariadne again proceeded on and performed her original voyage, and arrived at her port of destination in February, 1813; that the libel was heard and tried in the district court of the district of Pennsylvania, when, after a full hearing, the transaction was pronounced innocent, and the vessel and cargo ordered to be restored to the petitioners, and the captors to pay damages. From this decree the captors appealed to the circuit court, where the decree of the district court was reversed; and from this decree the petitioners appealed to the Supreme Court of the United States, where, at the term of the court in 1817, the decision of the circuit court was affirmed, and a final decree of condemnation passed on the vessel and cargo; whereupon, the petitioners and their sureties paid the amount of their bonds, to the end that distribution might be made to the United States and the captors according to law. That there was no suggestion or suspicion that the property belonged to the enemy, or of its having been shipped with intention of promoting his views or object; that the whole offence, if any there was, consisted in having said license on board said vessel; that they had no intention of violating any law of their country, nor did they know or believe that having on board said vessel said license was in violation of the law

of the land, or any principle of public or private duty; that this opinion was entertained in common with other citizens, and particularly the most distinguished functionaries of the government, the then President and Attorney General of the United States; that, if they erred, it was unintentional, and the penalty of sequestration of their property was too severe an infliction for the violation of an unwritten rule of conduct, at that time never promulgated by the government or known to the citizen. While they concede that the law itself will admit of no justification for its violation, on the ground of ignorance of its existence, yet they contend that when a forfeiture has been inadvertently incurred, without involving the accused in any dereliction of moral obligation, it is no less an exercise of wisdom than of justice to remit such forfeiture; and this, they contend, is their case.

The testimony taken by the respective parties while the litigation was in progress, was very full, and from those most likely to possess correct information on the subject; which, with the petition, the ship's papers, and other documents, have been referred to the committee, and are herewith submitted. Among other testimony is that of the commander of the *Adriadne*, her supercargo, the consignees, and other confidential agents and individuals consulted with reference to the nature and objects of the original enterprise, with the correspondence relating thereto, the bills of lading, and the final account current rendered by the consignees at Cadiz to the owners, properly authenticated, showing, among other things, the manner in which the cargo was disposed of, and to whom; also, the written opinions of distinguished civilians, among whom was that of the then Attorney General of the United States, justifying, in a legal point of view, the use of the license complained of; also, the written communication of Henry Dennison, the prize master of said *Ariadne*, after her capture by the *Argus*, in which, after giving an account of the capture to the Secretary of the Navy, he says: "I was ordered to take charge of her (the *Ariadne*) and bring her into the first port I could make in the United States. On the passage I fell in with two British cruisers, viz: the sloop-of-war *Tartarus* and the brig *Calibre*, and was strictly examined by each; but, by *making use* of the license and a little *finesse*, we escaped capture," &c.—(See appendix 2.)

These documents are herewith submitted and made a part of this report; from all which, the committee have no hesitation in coming to the following conclusions:

1st. That the petitioners were the owners of the ship *Ariadne*, and shippers of her cargo on the voyage hereinbefore described.

2d That her true port of destination was Cadiz, in Spain, which was then a neutral port.

3d. That her cargo (which was flour) was consigned to a mercantile house in Cadiz, composed of native American citizens, with a *bona fide* intention of furnishing the inhabitants of that city with this necessary article of provision.

4th. That she was captured by the American brig of war *Argus*, libelled, bonded, condemned, and the amount of the bonds paid, in the manner, for the cause, and under the circumstances, hereinbefore stated.

5th. That the owners and shippers, before entering upon the enterprise, resorted to every reasonable precaution which prudence could dictate, to ascertain the law of the land upon the question of their final condemnation. They consulted civilians of distinguished talent, learning, and integrity, and were advised by all that it was not in violation of any law or commercial regulation, either of nations or the United States, for an American vessel, clearing from an American port to Cadiz, in Spain, to have on board a license or passport of the description of that found on board the *Ariadne* at the time of her capture by the *Argus*.

6th. That the voyage was undertaken *bona fide*, and without any intention of aiding, abetting, comforting, or in any way or manner howsoever furthering the views or objects of the enemy, and without any design of violating any law or commercial regulation of the United States.

7th. That the distributive share of said prize, to which the government was entitled, has been duly received.

8th. That the artifice made use of by the prize-master, on the passage from the place of capture to the port of Pennsylvania, to avoid the capture of the *Ariadne* by the British sloop of war *Tartarus*, and the British brig *Calibre*, prevented her capture by them, and should inure to the benefit of the owners of the ship *Ariadne* and her cargo.

When the committee also take into consideration that a considerable portion of the supplies of breadstuffs for Cadiz, during the siege of that city by the Spaniards, was obtained from the United States, transported in American vessels, sailing from American ports destined for Cadiz, and probably after the declaration of war with Great Britain—all of them, sailing under passports like that for which the *Ariadne* was condemned, and *that* without seizure or complaint; and that this vessel and her cargo *alone* were condemned for the *single* cause of *sailing with such license, without regard to the object of the voyage, or the port of destination*; they think themselves called on, in the discharge of those high obligations which appertain to them and to the Congress of the United States, to recommend a remission of this forfeiture, and a return of the proceeds, as far as they have been realized by the United States.

At the time this enterprise was conceived the whole peninsula was in a state of great political agitation; the regular and accustomed pursuits of the inhabitants were interrupted; military aspirants were struggling for domination; and the peaceful, robust, and industrious cultivators of the soil were subjected (under color of authority) to the most invidious, arbitrary, and oppressive exactions. Under these circumstances, the public mind there became excited; discontent, and the most extreme apprehensions for personal safety, prevailed; and a desire for a reform in the fundamental principles of the government became universal.

A knowledge of the free institutions of America animated their exertions and strengthened their hopes; and their predilection for liberal, if not republican principles, in many of the States was openly avowed. And in Spain, particularly after the treacherous imprisonment of their legitimate sovereign, indications of reform, and an ap-

proximation towards that political toleration which laid the foundation of the free institutions of this republic were avowed, and witnessed with peculiar satisfaction by our citizens. Thus Cadiz, in the course of events became a point of attraction. It was one of the most strongly fortified seaport towns in Spain; it was the headquarters of those who claimed to be patriots, who were in favor of reform, and who were struggling to sustain the constitutional government in the hands of the *Cortes*; possessing, too, a redundant population, cast there by the casualties which had involved their country in the multiplied horrors of civil war, numbering from two to three hundred thousand souls—more than double their usual population; and most of the agricultural districts and important towns in that country, from which breadstuffs and other provisions were usually obtained, were possessed by French troops. Thus, the natural and usual source of supplies for this important town was greatly diminished, if not entirely dried up. The city, too, having been for years closely besieged, by which all supplies by land were cut off, it was believed that this crowded population were suffering for provisions, the natural consequence of which would be a ready sale and reasonable profits. Under these peculiar and afflicting circumstances, there were few, if any, who were Americans, who did not sympathize with the inhabitants of Cadiz, and breathe the purest aspirations for their comfort and deliverance.

The committee cannot but indulge the opinion that, under such circumstances, it was rather an exercise of humanity than obnoxious to censure, to have furnished the inhabitants of Cadiz with the necessaries of life. It is conceded that you cannot, with positive certainty, ascertain the *final* use of a cargo of this kind, and, therefore, with absolute certainty, declare that it *has entered* into the *civil* consumption of the place of destination; yet, in consequence of that very impossibility, which must be so apparent to all, the well-known and universally applied rule, which deduces the *final use* from the *immediate destination*, has been established as furnishing *prima facie* evidence of the *use*. Thus, where the articles were calculated for the ordinary use of life, articles of human food, or for the use of mercantile ships, and immediately destined to a neutral port, they are circumstances which are received as equivalent proof to that of civil consumption, and cast upon the captors the necessity of producing countervailing circumstances. This they may do by producing evidence of the intention of the shippers to apply the cargo to military or naval use. Here, too, the difficulty of adducing testimony to establish that *intent* will be perceived; but, by applying the rule hereinbefore suggested of deducing the intent from given facts, the difficulty is overcome. Showing that the ship's papers present a *false* port of destination, that the true port is blockaded by an enemy's squadron, or is possessed by an enemy, are countervailing circumstances, and show with reasonable certainty that the intent of the shippers must have been to apply the cargo to the military or naval use of the enemy.

Applying this doctrine to the case under consideration, the committee apprehend the opinion may reasonably be indulged that this enterprise was undertaken for the purpose of relieving this superabundant population for a pecuniary equivalent; and that the intent of the

shippers was, that the cargo should enter into the civil consumption of Cadiz. In this view of the subject, the claim of the petitioners would seem to merit a favorable consideration; but the petitioners have been pronounced guilty of a violation of the national law, or of a duty which they owed to their own government, by possessing themselves of this passport or license; and the effect of this condemnation is a confiscation of the captured property, and the consequent transfer of a portion of the avails to the use of the public. And it is now submitted to Congress to determine whether this penalty shall be exacted under the circumstances accompanying this case.

At the time this voyage was undertaken, the *principle that sailing with a license, protection, or passport* of this kind, constituted in itself an act of illegality sufficient to subject the ship and cargo to confiscation, as prize of war, *disregarding the object of the voyage and the port of destination, was not admitted; nor was it known to exist even to the government itself.* Were the petitioners, then, chargeable with a criminal design for being ignorant of that of which no one else possessed a knowledge?

The question for the consideration of the government now is, not whether this hitherto undefined national law, "or duty to government," (of which, until the promulgation of the decision of the Supreme Court in this case, all were ignorant,) has been violated; but whether it has been violated knowingly, intentionally, and wilfully, with a *design* to evade or violate it, and with the intention that this cargo should enter into the military or naval consumption or use of the enemy, and thereby further his views and objects.

The committee, after a careful examination of the voluminous documents, and the numerous facts which have been referred, and are herewith submitted, have come to the conclusion that the *idea* of an intentional violation or evasion of the law, in the conception or prosecuting of the voyage in question, is entirely repelled.

In courts of criminal jurisdiction, when convictions have taken place for violations of municipal regulations, which involve no moral turpitude, and which have been the result of ignorance or inadvertence, unaccompanied with gross negligence, the moral sense and just expectations of the community have been met by reducing the punishment to that merely nominal, or remitting the fine, penalty, forfeiture, or disability altogether; and in most cases, if not all, when the intention to do wrong, which is a necessary ingredient of guilt, has been wanting, it has been the uniform practice of the executive department of this government to remit the condemnation; and the committee apprehend that the practice of the various departments of the government, in cases involving a principle of this kind, will not be disregarded. Uniformity in legislation is essential to the enjoyment of equal rights; and it is believed that the principle of the case now under consideration is not distinguishable from those referred to. When questions involving this principle have been submitted to Congress, (and the instances have been many,) on convictions for having violated the commercial regulations of the country, and it has been made to appear that the act complained of was done ignorantly, and without any *intention* of violating those regulations,

or defrauding the government, the penalty, forfeiture, or disability, has been uniformly remitted. In furtherance of this principle, the act of the 11th February, 1800, was passed by Congress, authorizing the Secretary of the Treasury, in certain cases, to remit fines, penalties, and forfeitures; and this identical case was submitted to Mr. Crawford, then Secretary of the Treasury, and his answer to Mr. Lowndes is herewith submitted, (see appendix A,) showing that he would have remitted the forfeiture if it had been a case within his jurisdiction; and he proceeds to state that, "admitting the facts stated by the petitioner to be correct, (and they have not been controverted,) he does not appear to have incurred the penalty from which he asks to be relieved, by wilful negligence, or by any intention of fraud."

At a circuit court of the United States for the district of Massachusetts, held in the year 1816, the Swedish ship *Mercurius* and cargo were condemned for a violation of the law of the United States interdicting commercial intercourse between the United States and Great Britain and France and their dependencies; and on the 3d of March, 1817, Mr. Madison, President of the United States, remitted all interest of the United States in the said condemnation or forfeiture upon its having been made to appear that Christian Borden, the petitioner in that case, and the captain of the *Mercurius*, was not actuated by any "fraudulent motives or wilful neglect" in the transaction which led to the said condemnation; but which was the result of ignorance on the part of the captain.

This case, in its essential features, strongly resembles the one under consideration; and, in carrying out in practice the principle of it, the committee are of opinion that the prayer of the petitioner ought to be granted. For the purpose of showing the great uniformity which has prevailed, and how ready Congress has always been to respect the motives of individuals charged with violations of the law, the committee submit the annexed schedule of laws passed on this subject.—(See appendix C.) These cases establish the principle, that, when it was apparent that a forfeiture had been incurred without "wilful negligence or intention of fraud," it ought to be remitted or refunded.

It is a principle generally conceded, that war gives a right to capture the goods of an enemy, but gives no right to capture the goods of a friend; yet a friend may place his goods in such a position as to form an exception to this rule, and render them liable to seizure and condemnation as prizes of war; and the Supreme Court have incorporated into the jurisprudence of our country *one* exception to this general rule, when they say that sailing with this license on board the *Ariadne* was sufficient cause for confiscating the cargo, without regard to the object of the voyage or the port of destination. Now, if the possession (without using) of this license was sufficient cause of confiscation, how much more reprehensible was the conduct of the prize-master, in using it as he did. By the artifice which he resorted to, and by misrepresenting the destiny of the vessel, he prevented her capture by the enemy. Applying, then to this case, the principle that a willing participant in the perpetration of an act of perfidy and fraud

cannot, in equity and good conscience, be permitted to profit by it; and considering the government as identical with the prize-master, (and in theory, at least, it is so,) the question is, will it adopt a transaction which has been consummated in direct violation of truth? or will it distinguish between that sense of morality which demands from an individual an obedience to the obligations of truth, justice, and humanity, in his intercourse with others, and that which rests upon government? If they both are to be regarded as resting upon the same unyielding basis, to whose benefit shall this violation of truth, above referred to, inure? It cannot to the government, because it was a principal transgressor; and, from the peculiar situation of the enemy, he cannot avail himself of what otherwise would be his right. The property, then, would seem to remain to be possessed by some one who, in equity and good conscience, has a superior right. It once belonged to the petitioners, and still does, unless they have forfeited it; and, in the view herein taken, and by analogy to the cases referred to, it is believed that no such forfeiture ought to be enforced.

Under these circumstances, the petitioners ask that so much of the avails as have been realized by the government may be returned to them.

It is a fact in proof, and was of general notoriety, that ships sailing at the period alluded to, from this country to a neutral port, were in the habit of procuring these licenses; and the use of them was considered not only innocent and lawful, in the prosecution of such voyage, but a prudent precaution in trade, until after Congress passed a law prohibiting their use, which was on the 13th August, 1813. And the fact is not unworthy of notice that this law, from motives of policy, was repealed by Congress on the 3d of March, 1815. That these passports, or licenses, were in general use, was well known to the government, and the attention of Congress was called especially to the subject by the President of the United States. Under all these concurring circumstances, who would have hesitated in coming to the same conclusion which the petitioners say they did, that the use of this license, or passport, was not only lawful, but in every respect innocent?

Immediately after the final decree was pronounced, and the amount of the bonds paid, as hereinbefore stated, the petitioners presented their petition to Congress for relief; and in January, 1818, it was referred, in the House of Representatives, to the Committee of Ways and Means, and by them referred, for information, to the Secretary of the Treasury, Mr. Crawford, whose answer to the chairman of the committee was in favor of the application, and is hereinbefore referred to, and herewith submitted. On the 10th day of February, 1818, Mr. Lowndes, chairman of that committee, reported in favor of the application, and introduced a bill for the petitioners' relief, which failed to become a law. In 1824 the petition was again presented and referred, but no further action appears to have been had upon it.

With these views, and under the circumstances attending the case, the committee are of opinion that the distributive share which has been realized by the government ought to be paid over to the petitioners; to accomplish which, the committee ask leave to introduce a bill.

APPENDIX.

No. 1.

OFFICE OF HIS BRITANNIC MAJESTY'S CONSUL.

I, Andrew Allen, junior, his Britannic Majesty's consul for the States of Massachusetts, New Hampshire, Rhode Island, and Connecticut, hereby certify that the annexed paper is a true copy of a letter addressed to me by Herbert Sawyer, esq., vice admiral and commander-in-chief of the Halifax station.

Given under my hand and seal of office, at Boston, in the State of
[L. S.] Massachusetts, this ninth day of September, A. D. one thousand eight hundred and twelve.

ANDREW ALLEN, JR.

HIS MAJESTY'S SHIP CENTURION,
At Halifax, August 5, 1812.

SIR: I have fully considered that part of your letter of the 18th ultimo which relates to the means of insuring a constant supply of flour and other dry provisions to Spain and Portugal, and to the West India islands, and being aware of the importance of the subject, concur in the propositions you have made.

I shall therefore give directions to the commanders of his Majesty's squadrons under my command not to molest American vessels so laden and unarmed, *bona fide* bound to Portuguese or Spanish ports, where papers shall be accompanied with a certified copy of this letter, under the consular seal.

I have the honor to be, sir, your most obedient humble servant,
H. SAWYER, *Vice Admiral.*

ANDREW ALLEN, Esq.,
British Consul, Boston.

To the commanders of any of his Majesty's ships-of-war, or private armed vessels belonging to subjects of his Majesty:

Whereas, from a consideration of the great importance of continuing a regular supply of flour and other dry provisions to the ports of Spain and Portugal, it has been deemed expedient by his Majesty's government that, notwithstanding the hostilities now existing between Great Britain and the United States of America, every protection and encouragement should be given to American vessels laden with flour and other dry provisions, and bound to the ports of Spain and Portugal; and whereas, in furtherance of these views of his Majesty's government, and for other purposes, Herbert Sawyer, esq., vice admiral and commander-in-chief of his Majesty's squadron on the Halifax station, has directed to me a letter, under date of the 5th of August,

1812, (a copy whereof is hereunto annexed,) and wherein I am instructed to furnish a copy of his letter, under my consular seal, to every American vessel so laden, and bound either to any Portuguese or Spanish ports, and which is designed as a safeguard and protection to such vessel in the prosecution of such voyage: Now, therefore, in pursuance of these instructions, I have granted unto the American ship Ariadne, Bartlett Holmes master, burden three hundred and eighty-two and two ninety-fifths of a ton, now lying in the harbor of Alexandria, laden with flour, and bound to Cadiz or Lisbon, the annexed document, to avail only for a direct voyage to Cadiz or Lisbon and back to the United States of America. Requesting all officers commanding his Majesty's ships-of-war, or private armed vessels belonging to subjects of his Majesty, not only to suffer the said ship Ariadne to pass without any molestation, but also to extend to her all due assistance and protection in the prosecution of her voyage to Cadiz or Lisbon, and on her return thence, laden with such other merchandise to the net amount of her outward cargo, or in ballast only.

Given under my hand and seal of office, at Boston, this fifth day [L. s.] of September, A. D. eighteen hundred and twelve.

ANDREW ALLEN, JR.,

His Majesty's Consul.

No. 2.

PHILADELPHIA, *November 11, 1812.*

SIR: I have the honor to inform you that I arrived here last evening in the ship Ariadne, of Boston, cleared from Alexandria for Cadiz, with a cargo of about 5,000 barrels of flour, but detained by the United States brig Argus, Captain Sinclair, for being under British license.

The Argus fell in with her on the 15th ultimo, in latitude $35^{\circ} 45'$, longitude $56^{\circ} 56'$; and, by boarding under British colors, obtained possession of her passport. I was ordered to take charge of her, and bring her into the first port I could make in the United States.

On the passage I fell in with two British cruisers, viz: the sloop-of-war Tartarus and brig Calibre, and was strictly examined by each; but, by making use of the license and a little finesse, we escaped capture. The Tartarus even put on board of us nine American seamen (prisoners) to assist in working the ship.

All the papers found on board I have submitted to Mr. Dallas, district attorney, but as yet he has not given me any decided opinion relative to the case.

The Argus separated from the squadron on the 13th ultimo, and when I left her she had fallen in with nothing but the Ariadne.

I have the honor to be, most respectfully, sir, your obedient servant,
HENRY DENNISON.

Hon. PAUL HAMILTON.

A.

TREASURY DEPARTMENT, *January 23, 1818.*

SIR: I have the honor to acknowledge the receipt of your letter, enclosing the petition of Nathaniel Goddard, and requesting to be informed—

1. Whether the Executive authority is competent to grant the relief which the petitioner asks?

2. If competent, whether the character of the case is such that, under the principles upon which the remission of fines and penalties is ordinarily granted, the Executive government might not be expected to remit, if it had the power?

To the first question I have the honor to state, that it has been determined by the Executive authority that relief cannot be granted in this case by the executive department of the government.

In answering the second, it is proper to state that the power of the Secretary of the Treasury to remit or mitigate fines, penalties, and disabilities is confined to cases arising under the revenue laws, and those which concern the registering and licensing vessels of the United States; and, in those cases, it must appear to his satisfaction that the penalty or disability has been incurred without wilful negligence, or any intention of fraud.

The power of the President to grant reprieves and pardons extends to all offences against the United States, except in cases of impeachment. In the exercise of this power, greater latitude will necessarily be assumed, inasmuch as it is not limited, as in the power given to the Secretary of the Treasury, to cases which have occurred without wilful negligence, or any intention of fraud.

It is therefore presumed that the Executive power of pardon, in all cases within its competency, will not only be exercised where the violation of law has not been the result of wilful negligence, or any intention of fraud, but in many cases where this entire innocency of intention cannot be pleaded.

Admitting the facts stated by the petitioner to be correct, (and they have not been controverted,) he does not appear to have incurred the penalty from which he asks to be relieved by wilful negligence, or by any intention of fraud.

If the penalty incurred by the petitioner had been within the jurisdiction of the Secretary of the Treasury, and the facts stated in the petition had been legally established, the penalty would have been remitted upon the principles upon which remission has been ordinarily granted by the department.

I have the honor to be your most obedient and very humble servant,
WM. H. CRAWFORD.

Hon. WILLIAM LOWNDES,
Chairman of the Committee of Ways and Means.

B.

LAW OPINION.

Question. Would a trade by American citizens, from a port of the United States to Lisbon, under the protection from British capture of such a British license as accompanies this paper, be a breach of any law of the United States?

We are not aware of any law of the United States which can be supposed to interdict to American citizens the trade above mentioned, either with or without such a license as has been shown to us.

It seems to be clear that, without such a license, our merchants have a perfect right to carry on their ordinary commerce between this country and Lisbon, so long as the local authorities of Portugal allow it. Lisbon is not a British port, possession, colony, or dependency. The armies of Great Britain are in Portugal as allies, not as conquerors. The native government remains, and we are at peace with that government. The ordinary American trade to Lisbon, therefore, cannot be affected by the act of Congress declaring war against the United Kingdom of Great Britain and Ireland; or, by the act entitled "An act to prohibit American vessels from proceeding to, or trading with, the enemies of the United States, and for other purposes."

Then, as to the effect of the British license upon the trade in question, the only act of Congress which can be imagined to touch the point, is the act last mentioned. By the first section of that act, an American vessel cannot clear out or depart from "any port or place within the United States to any foreign port or place, till bond and security have been given that she shall not proceed to or trade with the enemies of the United States;" and the same act makes it penal to depart without giving such bond and security. This provision has nothing to do with this case, if we are correct in supposing that Lisbon is not a port of the enemies of the United States.

The second and third sections of the act relate merely to the transportation, by citizens of the United States, to the British provinces of Canada, Nova Scotia, and New Brunswick, of naval or military stores, arms, or munitions of war, or provisions from any place in the United States, and, consequently, have no bearing on this; and, as to the fourth, fifth, and sixth sections, it is manifest that they have no sort of relation to it.

The seventh and last section is the only one that has reference to the sailing of American vessels under British license; and it will be seen, upon the slightest inspection, that it wholly excludes the case under consideration. This section enacts that "every person, being a citizen of the United States, or residing therein, who shall receive, accept, or obtain a license from the government of Great Britain, or any officer thereof, for leave to carry any merchandise or send any vessel into any port or place within the dominions of Great Britain, or to trade with any such port or place, shall, on conviction, for every such offence, forfeit a sum equal to twice the value," &c.

Lisbon is not a port or place within the dominions of Great Britain,

and, of course, this section does not, in any manner, look to a trade with it.

There is no other act of Congress which even approaches this matter, and it would be ridiculous to apply to it the law of treason as defined by the Constitution. To trade directly with an enemy has never been supposed to be treason at the common law, or under the statute of the 25th, Edward III.; and it has only recently been settled in England to be a misdemeanor. Whether it could be held in this country to even a misdemeanor, to be inferred from a state of war, by the aid of speculative considerations of expediency, may justly be doubted; but it is quite impossible that a trade with a neutral port should ever be so held, on the mere ground that the enemy forebore to molest it. The single effect of the British license, on this occasion, is to place the commercial adventurer in a state of security against British capture on the high seas. It amounts to a *waver pro hac vice* of the belligerent right of Great Britain to seize, as prize of war, American property embarked in commerce to which the license relates. How far it might be wise to forbid, by act of Congress, the use of such license by American merchants, we do not undertake to determine; but we feel confident that at present it is not forbidden in any manner. We are further of opinion that the license will not subject the property to capture as prize by American cruisers.

It may occasionally be a circumstance, among others, to produce a suspicion of a latent British interest, but it can have no other effect upon the question of prize or no prize.

JOHN PURVIANCE,
WILLIAM PINKNEY.

BALTIMORE, *October* 12, 1812.

C.

The following cases will show some of the instances in which Congress has remitted fines, forfeitures, and penalties, and the principle which has controlled in such remission, they not having fallen within the range of discretionary power given to the Secretary of the Treasury by the act of 3d March, 1797. This act, though limited in duration to two years, was afterward made perpetual by the act of 11th February, 1800:

1809, June 28. All claim of the United States to any money arising from the sale of the ship *Clara*, sold in pursuance of a decree of the district court for Orleans district, be, and the same is hereby, relinquished and remitted to Andrew Foster and John P. Geraud, late owners of said ship, anything in any former law to the contrary.—(Laws U. S., vol. 4, page 237.)

1814, March 31. The Secretary of the Treasury is authorized to remit the penalty incurred by Joseph W. Page, of Charleston, South Carolina, as surety in an embargo bond for Bernard Lafon.—(Laws U. S., vol. 4, page 676.)

1814, April 6. The fines, penalties, and forfeitures incurred by Jona-

than Davis and others, who imported into Providence a cargo of merchandise from Havana, in 1813, are remitted.—(Laws U. S., vol. 4, page 677.)

1814, April 18. The penalty imposed on the owners of the schooner *Industry*, for illegally unloading merchandise at Edgartown, is remitted and refunded.—(Laws U. S., vol. 4, page 707.)

1817, March 3. Forfeitures incurred by Robert Burnside, for illegally importing goods from Liverpool into New Orleans, in 1811, remitted and refunded.—(Laws U. S., vol. 6, page 182.)

1818, April 20. Moneys received by the United States, in consequence of condemnation of ship *Edward*, refunded to Jonathan Amory and Thomas C. Amory.—(Laws U. S., vol. 6, page 348.)

1822, May 7. Forfeiture of property of Peter Cadwell and James Britten, imported into New York, and seized and sold for breach of law, remitted and refunded.—(Laws U. S., vol. 7, page 66.)

1824, May 17. Forfeiture of merchandise illegally imported by David Beard, remitted and refunded.—(Laws U. S., vol. 7, page 249.)

1824, May 24. Forfeiture incurred by J. Ottramare on four packages of jewelry, condemned in New Orleans, remitted and refunded.—(Laws U. S., vol. 7, page 280.)

1825, March 3. Amount received by United States on account of sales of sloop *Mary*, condemned for violation of law, remitted and refunded to Elisha Snow.—(Laws U. S., vol. 7, page 355.)

1826, March 20. Amount received by United States on account of sale of goods imported from Liverpool, in violation of law, remitted and refunded to J. Dickson & Co.—(Laws U. S., vol. 7, page 501.)

1828, May 24. Penalty incurred by Nathaniel Briggs, under act providing passports for ships, remitted.—(Laws U. S., vol. 8, page 156.)

1830, April 7. Penalty incurred by Thomas Sheverick, for not renewing license of his vessel, remitted and refunded.—(Laws U. S., vol. 8, page 284.)

1830, April 15. Proceeds of wine belonging to C. H. Hall, improperly condemned and sold, remitted and refunded.—(Laws U. S., vol. 8, page 285.)

1830, April 24. Amount received for forfeiture of schooner *Volante*, condemned and sold, remitted and refunded to John Burton and others.—(Laws U. S., vol. 8, page 293.)

1830, May 31. Amount received for sale of goods imported by David Beard, in violation of law, remitted and refunded.—(Laws U. S., vol. 8, page 388.)

1831, March 2. Amount received for sale of schooner *Anna* and her cargo, condemned for violation of revenue laws, remitted and refunded to Peters & Pond.—(Laws U. S., vol. 8, page 433.)

1833, March 2. Penalty imposed on Robert Eaton, for neglect to comply with a requirement of revenue laws, refunded.—(Laws U. S., vol. 8, page 844.)

1833, March 2. Amount received from sale of schooner *Mary* and cargo, condemned and sold, remitted to John Dauphin's heirs.—(Laws U. S., vol. 8, page 860.)

To the commanders of any of his Majesty's ships-of-war, or of private armed vessels belonging to subjects of his Majesty:

Whereas, from a consideration of the great importance of continuing a regular supply of flour and other dry provisions to the ports of Spain and Portugal, it has been deemed expedient by his Majesty's government that, notwithstanding the hostilities now existing between Great Britain and the United States of America, every protection and encouragement should be given to American vessels so laden with flour and other dry provisions, and bound to the ports of Spain and Portugal: And whereas, in furtherance of these views of his Majesty's government, and for other purposes, Herbert Sawyer, esq., vice admiral and commander-in-chief of his Majesty's squadron on the Halifax station, has directed to me a letter, under date of the 5th of August, 1812, (a copy whereof is hereunto annexed,) and wherein I am instructed to furnish a copy of his letter, under my consular seal, to every American vessel so laden, and bound either to any Portuguese or Spanish ports, and which is designed as a safeguard and protection to such vessel in the prosecution of such voyage:

Now, therefore, in pursuance of these instructions, I have granted unto the American ship *Ariadne*, Bartlett Holmes master, burden 382 $\frac{2}{5}$ tons, now lying in the harbor of Alexandria, laden with flour, and bound to Cadiz or Lisbon, the annexed document, to avail only for a direct voyage to Cadiz or Lisbon and back to the United States of America. Requesting all officers commanding his Majesty's ships-of-war, or of private armed vessels belonging to subjects of his Majesty, not only to suffer the said ship *Ariadne* to pass without any molestation, but also to extend to her all due assistance and protection in the prosecution of her voyage to Cadiz or Lisbon, and in her return thence, laden with such other merchandise to the net amount of her outward cargo, or in ballast only.

Given under my hand and seal of office, at Boston, this fifth day of
[L. s.] September, A. D. 1812.

ANDREW ALLEN, JR.,
His Majesty's Consul.

OFFICE OF HIS BRITANNIC MAJESTY'S CONSUL.

I, Andrew Allen, junior, his Britannic Majesty's consul for the States of Massachusetts, New Hampshire, Rhode Island, and Connecticut, hereby certify that the annexed paper is a true copy of a letter addressed to me by Herbert Sawyer, esq., vice admiral and commander-in-chief of the Halifax station.

Given under my hand and seal of office, at Boston, in the State of
[L. s.] Massachusetts, this ninth day of September, A. D. one thousand eight hundred and twelve.

AND'W ALLEN, JR.

HIS MAJESTY'S SHIP CENTURION,
At Halifax, August 5, 1812.

SIR: I have fully considered that part of your letter of the 18th ultimo which relates to the means of insuring a constant supply of flour and other dry provisions to Spain and Portugal, and to the West India islands, and being aware of the importance of the subject, concur in the propositions you have made.

I shall therefore give directions to the commanders of his Majesty's squadron under my command not to molest American vessels so laden and unarmed, *bona fide* bound to Portuguese or Spanish ports, whose papers shall be accompanied with a certified copy of this letter, under the consular seal.

I have the honor to be, sir, your most obedient, humble servant,
H. SAWYER,
Vice Admiral.

ANDREW ALLEN, Esq.,
British Consul, Boston.

DISTRICT OF ALEXANDRIA,
Port of Alexandria.

These are to certify all whom it doth concern, that Bartlett Holmes, master or commander of the ship Ariadne, burden 382 tons, or thereabouts, mounted with no guns, navigated with fifteen men, United States built, and bound for Cadiz, having on board flour, hath here entered and cleared his vessel according to law.

Given under my hand and seal of office, at the custom-house of Alexandria, this twenty-sixth day of September, one thousand eight hundred and twelve, and in the thirty-seventh year of the independence of the United States of America.

C. H. SIMMS,
Deputy Collector.

DISTRICT AND PORT OF PHILADELPHIA,
December 16, 1812.

These are to certify that Abraham Williams, having become master of the ship Ariadne, in lieu of Bartlett Holmes, and having shipped a new crew at this port, hath permission to depart with the said ship to the original port of destination.

Given under our hands and seal, at the custom-house, the day and year above mentioned.

[SEAL.]

THOS. WILSON,
Deputy Collector.
ROBT. HEYSHAM.

Opinion of Mr. Pinkney, Attorney General of United States, and of R. Y. Purviance, a lawyer of great eminence in Baltimore.

Question. Would a trade by American citizens from a port of the United States to Lisbon, under the protection from British capture of

such a British license as accompanies this paper, be a breach of any law of the United States?

We are not aware of any law of the United States which can be supposed to interdict to American citizens the trade above mentioned, either with or without such a license as has been shown to us.

It seems to be clear that, without such a license, our merchants have a perfect right to carry on their ordinary commerce between this country and Lisbon, so long as the local authorities of Portugal allow it. Lisbon is not a British port, possession, colony or dependency. The armies of Great Britain are in Portugal as allies, not as conquerors. The native government remains, and we are at peace with that government. The ordinary American trade to Lisbon, therefore, cannot be affected by the act of Congress declaring war against the United Kingdom of Great Britain and Ireland, or by the act entitled "An act to prohibit American vessels from proceeding to or trading with the enemies of the United States, and for other purposes."

Then, as to the effect of the British license upon the trade in question, the only act of Congress which can be imagined to touch the point, is the act last mentioned. By the first section of that act an American vessel cannot clear out or depart from "any port or place within the United States to any foreign port or place, till bond and security have been given that she shall not proceed to or trade with the enemies of the United States;" and the same act makes it penal to depart without giving such bond and security. This provision has nothing to do with this case, if we are correct in supposing that Lisbon is not a port of the enemies of the United States.

The second and third sections of the act relate merely to the transportation, by citizens of the United States, to the British provinces of Canada, Nova Scotia, and New Brunswick, of naval or military stores, arms, or munitions of war, or provisions from any place in the United States, and, consequently, have no bearing on this case; and, as to the fourth, fifth and sixth sections, it is manifest that they have no sort of relation to it.

The seventh and last section is the only one that has reference to the sailing of American vessels under British licenses; and it will be seen, upon the slightest inspection, that it wholly excludes the case under consideration. This section enacts "that every person being a citizen of the United States or residing therein, who shall receive, accept or obtain a license from the government of Great Britain, or any officer thereof, for leave to carry any merchandise or send any vessel *into any port or place within the dominions of Great Britain*, or to trade with any such port or place, shall, on conviction, for every such offence, forfeit a sum equal to twice the value," &c. Lisbon is not a port or place within the dominions of Great Britain, and, of course, this section does not in any manner look to a trade with it.

There is no other act of Congress which even approaches this matter, and it would be ridiculous to apply to it the law of treason as defined by the Constitution. To trade directly with an enemy has never been supposed to be treason at the common law, or under the Statute of the 25th Edward 3d, and it has only recently been settled in England to be a misdemeanor. Whether it could be held in this

country to be even a misdemeanor, to be inferred from a state of war, by the aid of speculative considerations of expediency, may justly be doubted; but it is quite impossible that a trade with a neutral port should ever be so held, on the mere ground that the enemy forebore to molest it. The single effect of the British license, on this occasion, is to place the commercial adventurer in a state of security against British capture on the high seas; it amounts to a waiver *pro hac vice* of the belligerent right of Great Britain to seize, as prize of war, American property embarked in commerce to which the license relates. How far it might be wise to forbid, by an act of Congress, the use of such licenses by American merchants, we do not undertake to determine; but we feel confident that at present it is not forbid in any manner. We are further of opinion that the license will not subject the property to capture as prize by American cruisers.

It may occasionally be a circumstance, among others, to produce a suspicion of a latent British interest, but it can have no other effect upon the question of prize or no prize.

JOHN PURVIANCE,
WILLIAM PINKNEY.

BALTIMORE, *October* 12, 1812.

George Cabot's deposition.

I, George Cabot, of Boston, in the county of Suffolk and commonwealth of Massachusetts, esquire, of lawful age, depose and say: That in the months of August or September, A. D. 1812, I was consulted by Mr. James Perkins, of Boston, by the late Mr. Thomas C. Amory, of the house of T. C. Amory & Co., and by several other merchants, on the legality of a voyage to Lisbon or Cadiz under a passport or permission from Admiral Sawyer. We had much conversation on the subject, and I was then, and am now, confident that Mr. Perkins and the other gentlemen associated with him in the ship *Ariadne's* voyage from Alexandria to Cadiz did not intend to carry on an illegal commerce, and that they would not have prosecuted that voyage if they had not been fully satisfied it was perfectly consistent with the laws of the United States. My conviction on this subject is produced by the great solicitude manifested by Mr. Perkins and his associates to ascertain the clear legality of the enterprise before they engaged in it. The passport proposed to be used was submitted to my examination, and I returned it with an explicit declaration of my opinion that the use of it for a voyage, in other respects legal, could not subject the property to forfeiture. The passport exhibited to me, and to which our conversation referred, was, according to my best recollection, similar to the copy annexed to this deposition, and I believe that the parties would not have accepted the protection of any passport which imported an intention or implied an engagement to supply the enemy. In this belief I am not likely to be mistaken, as their views were disclosed to me in a manner and under circumstances which preclude all suspicion of reserve.

Dr.

William Parsons, esq., in account

1814.				£	s.	d.
Jan.	8	To credited J. A. Cunningham	March .. 27	257	0	2
	8	To accepted J. A. Cunningham's draft to Froding & Co.....	.....do.....	500	0	0
	10	.....do.....do.....do.....	April 4	3,709	18	2
April	11	.....do.....do.....do.....	June 17	260	0	0
	20	To credited J. A. Cunningham, for his travelling expenses from Boston, per his letter April 10, received this day.....			22	10
May	21	To accepted J. A. Cunningham's draft to W. & J. Willink.....	June 6	201	7	7
June	25	To accepted Tottie & Artvedsen's draft to Tottie & Compton.....	Aug 24	160	0	0
	29	To same to C Lovenheim.....	.....do.....	200	0	0
July	6	To same to J. S. Norbin.....	.....do.....	140	0	0
Aug.	6	To cash paid Greenland for books.....		1	4	0
	23	To accepted J. A. Cunningham's draft to Tottie & Co.....	Oct 25	1,400	0	0
	23	.....do.....do.....O. Wyk.....	Nov 11	300	0	0
	25	.....do.....do.....do.....	.....do.....	300	0	0
Oct.	27	.....do.....do.....A. P. Froding, Won. & Co.	Jan 18	500	0	0
	27	.....do.....do.....do.....	.....do.....	508	0	0
	27	.....do.....do.....do.....	.....do.....	600	0	0
	27	.....do.....do.....do.....	.....do.....	739	2	7
	27	.....do.....do.....do.....	.....do.....	400	0	0
	28	.....do.....do.....do.....	.....do.....	510	14	6
	28	.....do.....do.....do.....	.....do.....	126	8	3
	31	.....do.....do.....do.....	.....do.....	420	0	0
	31	.....do.....do.....do.....	Jan 22	1,500	0	0
	31	.....do.....do.....do.....	.....do.....	800	0	0
Nov.	8	.....do.....do.....do.....	Jan 18	400	0	0
	8	.....do.....do.....do.....	.....do.....	359	14	9
		To insurance, per Jan Frederica, on £6,600, at 5 <i>gs</i> £346 10 <i>s.</i> 0 <i>d.</i> Policy duty, £17 6 <i>s.</i> 6 <i>d.</i> ; com- mission, 33				
				396	16	0
Dec.	31	To commission on £9,420 17 <i>s.</i> 5 <i>d.</i> , at 1 per cent..		94	4	2
	31	To postage		21	8	1
	31	To balance		31,747	0	0
				47,575	8	0

current with Samuel Williams.

CR.

1814.				£	s.	d.
Jan.	1	By balance		32,273	0	0
	8	By a remittance from P. Isaachsen	Mar.. 15	483	10	8
	8	do.....do.....do.....	Mar.. 11	326	13	4
	10	do.....do.....do.....	Mar.. 18	403	1	3
	25	do.....Brown, Ried & Co.....	Feb.. 27	871	2	10
Feb.	18	do.....Wm. of M. Roberts & Co.....	Mar.. 16	2,581	3	11
March	16	do.....P. Isaachsen.....	May.. 3	620	19	10
April	9	do.....J. A. Cunningham.....	June.. 12	1,562	14	6
May	9	By net proceeds of 110 hhds. tobacco, per Nymph.....	July.. 21	4,008	12	0
July	19	By a remittance from S. M. Frothingham.....	Oct.. 22	1,389	15	2
Aug.	17	By cash received of Henry Higginson's assignees, 4th div'd of 9d	do.....	50	12	2
	17	By balance of Isaac G. Pearson's, jr., account.....		73	0	0
Oct.	28	By this sum credited per order of P. Isaachsen.....		236	13	2
Nov.	1	By two-thirds of net proceeds in the case of the Eunice Riggs		227	16	8
	2	By a remittance from Brown, Ried & Co.....	Dec.. 5	437	18	11
Dec.	13	do.....J. A. Cunningham.....	Feb.. 9	336	1	8
	31	By this sum credited to J. A. Cunningham last year, November 20, now retransferred per his order..... £500 0s. 0d. Interest to this day, 1 year and 41 days				
				516	13	8
	31	Interest to this day.....		1,055	9	0
				<hr/>		
				47,575	8	9

(E. E.)

S. WILLIAMS.

LONDON, December 31, 1814

William Parsons', esq., interest account to December 31, 1814.

	£	s.	d.		
By	32,273	0	0	From January 1 to February 27.....	is 58 days..... 1,871,834
	871	12	10		
By	33,144	12	10	From February 27 to March 11	is 12 days..... 397,740
	386	13	4		
By	33,631	6	2	From March 11 to March 15.....	is 4 days..... 134,124
	483	10	8		
By	34,014	16	10	From March 15 to March 16.....	is 1 day 34,015
	2,581	3	11		
By	36,598	0	9	From March 16 to March 18.....	is 2 days..... 73,192
	463	1	3		
To	37,059	2	0	From March 18 to March 27.	is 9 days..... 333,531
	757	0	2		
To	36,302	1	10	From March 27 to April 4.....	is 8 days..... 290,416
	3,709	18	2		
To	32,592	3	8	From April 4 to April 20.....	is 16 days..... 621,472
	22	10	0		
By	32,569	13	8	From April 20 to May 3	is 13 days..... 423,410
	620	19	10		
To	33,190	13	6	From May 3 to June 6.....	is 34 days..... 1,128,494
	201	7	7		
By	32,989	5	11	From June 6 to June 12.....	is 6 days..... 197,934
	1,562	14	6		
To	34,552	0	5	From June 12 to June 17.....	is 5 days..... 172,760
	260	0	0		
By	34,292	0	5	From June 17 to July 21.....	is 34 days..... 1,165,928
	4,008	12	0		
To	38,300	12	5	From July 21 to August 6.....	is 16 days..... 612,816
	1	4	0		
By	38,299	8	5	From August 6 to August 17	is 11 days..... 421,289
	123	12	2		
To	38,423	0	7	From August 17 to August 24	is 7 days..... 268,961
	1,500	0	0		
By	36,923	0	7	From August 24 to October 22.....	is 59 days..... 2,178,457
	1,389	15	2		
To	38,312	15	9	From October 22 to October 25.....	is 3 days..... 114,939
	1,400	0	0		
By	36,912	15	9	From October 25 to October 28	is 3 days..... 110,739
	238	13	12		
By	37,149	8	11	From October 28 to November 1.....	is 4 days..... 148,596
	227	16	8		
To	37,377	5	7	From November 1 to November 11	is 10 days..... 373,770
	600	0	0		
By	36,777	5	7	From November 11 to December 5.....	is 24 days..... 882,648
	437	18	11		
	37,215	4	6	From December 5 to December 31.....	is 26 days..... 967,590
				365 days.....	12,824,855
				Three-fifths are	7,704,793
				To credit	£1,055 9s. 0d.
					7,694,793, or
					£1,054 1s. 0d.

Holmes' deposition.

I, Bartlett Holmes, of Boston, State of Massachusetts, mariner, do testify and say, when the *Ariadne* was in Baltimore, Mr. Goddard sent me a note at Medford, which note is lost or destroyed. I was there superintending the finishing a brig, there building by Mr. Goddard; this note expressing his desire I should call upon him the next day following, in the evening, it being Monday, I went. Mr. Goddard said, the *Ariadne* is in Baltimore, and I wish you to take charge of her to go from there to Alexandria, thence to Cadiz, return to Alexandria, and take the second cargo for Cadiz. This was the first voyage I had for him as master. I had been before as mate two years in voyages from Boston to southern ports, and to and back from Europe. I asked him if there would not be risk of capture; he said he did not think the English would capture vessels bound to the south of Europe with provisions; he felt satisfied there would be no interruption. I accordingly engaged to go; proceeded immediately to Baltimore the next day; arrived at Baltimore with the mail, and reported myself to Amos A. Williams; carried a letter from Mr. Goddard to him, saying, I was employed to take charge of the *Ariadne*; took command there. She was dismantled; with about seventy tons of ballast, put her in order for the reception of a cargo; took on board one thousand barrels and about ten or twenty half-barrels; in about fourteen days proceeded thence to Alexandria; her destination, for Cadiz, was known to Williams, and was publicly known; I receiving letters in Baltimore for Cadiz, there was no secret about her destination, I told every one; some English captains said they did not think English cruisers would capture American vessels bound to Cadiz; and the British were friendly to the Portuguese and Spanish, and knew that they were in want of breadstuffs; they said they knew there was a scarcity in Spain at that time. Proceeded to Alexandria, and spoke a privateer in the bay, who asked where I was bound to. I told them Alexandria. They said I appeared to be partly loaded; I told them I was; they asked if I was going to sea from Alexandria; I told them I was, and bound from thence to Cadiz, if I could obtain a clearance from the custom-house. There was a large ship in company, bound to Lisbon, loaded with flour and corn; the privateer did not speak her. I arrived about the 15th of September, 1812; there loaded, took on board four thousand and eight barrels and half barrels, obtained a clearance from the custom-house, and proceeded to sea. I had been out about nine days when I was chased by a brig, appearing to be a vessel-of-war; at the expiration of three hours she came up and fired two guns; the first she hoisted English colors, and fired the second under the same. Could not get away from them; I took in sail and rounded to. She hailed, and asked where I was from and where bound; I answered, from Alexandria, and bound to Cadiz; I shall send an officer and crew to take possession as a prize; sent a boat and crew on board; the commanding officer of the boat said, you are a prize to his Britannic Majesty's brig *Arab*. I asked him to walk into the cabin; he demanded my papers, and I gave them all that I had, and my instruc-

tions. They took me on board the brig, when I discovered that this brig was an American, and had ordered the ship into a port to the southward of New York. This was the 15th of October, 1812; vessels parted company, the ship steering to the northwest and the brig to the southeast.

BARTLETT HOLMES.

STATE OF MASSACHUSETTS, }
Boston, } ss.

On this twenty-third day of January, in the year of our Lord one thousand eight hundred and sixteen, personally appeareth the above named deponent before me, the subscriber, one of the judges of the circuit court of common pleas for the middle circuit; and being by me carefully examined and cautioned, and sworn, in due form of law, to testify the whole truth, and nothing but the truth, relating to a certain admiralty cause, wherein Lieutenant Sinclair, the officers and crew of the United States ship-of-war Argus, are libellants of the ship Ariadne and cargo, and Nathaniel Goddard *et al.* are claimants, now depending before the Supreme Court of the United States, to be holden at the city of Washington, in the Disirict of Columbia, on the first Monday of February next; he maketh oath to the deposition above written, and subscribes the same, in my presence, the said deposition being first reduced to writing by him in my presence, taken *de bene esse*, at the request of the claimants, to be used in the cause aforesaid. Theadverse party was not notified to be, and was not present, they living and being more than one hundred miles from this place of caption, and no attorney for them or either of them being within that distance, in the knowledge of the subscriber; and the said deponent living more than one hundred miles from the said place of trial, is the cause of taking this deposition before me, I not being of counsel or attorney to either of the parties, or interested in the event of said cause.

WILLIAM WETMORE.

Judges' fees, &c , \$3.

Holmes' affidavit respecting letters and instructions from Mr. Goddard.

I, Bartlett Holmes, of Boston, in the district of Massachusetts, mariner, of lawful age to give evidence, do dépose and say that the papers annexed to this deposition are the original letters and instructions received by me from Nathaniel Goddard, of the said Boston, merchant, on or about the time of the date of them, respectively, and at the places to which the same were addressed to me; and further this deponent saith not.

BARTLETT HOLMES.

STATE OF MASSACHUSETTS, }
Boston, } ss.

On this twenty-third day of January, in the year of our Lord one thousand eight hundred and sixteen, personally appeareth the above named deponent before me, the subscriber, one of the judges of the

circuit court of common pleas for the middle circuit; and being by me carefully examined and cautioned, and sworn, in due form of law, to testify the whole truth, and nothing but the truth, relating to a certain admiralty cause, wherein Lieutenant Sinclair, the officers and crew of the United States ship-of-war Argus, are libellants of the ship Ariadne and cargo, and Nathaniel Goddard *et. al.* are claimants, now pending before the Supreme Court of the United States, to be holden at the city of Washington, in the District of Columbia, on the first Monday of February next; he maketh oath to the deposition above written, and subscribes the same, in my presence, the said deposition being first reduced to writing by me in his presence, taken *de bene esse*, at the request of the said claimants, to be used in the cause aforesaid. The adverse party was not notified to be, and was not present, they living and being more than one hundred miles from this place of caption, and no attorney for them or either of them being within that distance, in the knowledge of the subscriber; and the said deponent living more than one hundred miles from the said place of trial, is the cause of taking this deposition before me, I not being of counsel or attorney to either of the parties, or interested in the event of said cause.

WM. WETMORE.

Judge's fees, &c., \$3.

IN THE HOUSE OF REPRESENTATIVES, *February 29, 1840.*

Mr. RUSSELL, from the Committee of Claims, reported the following bill:

A BILL for the relief of Nathaniel Goddard and others.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there be repaid to Nathaniel Goddard, William Parsons, Thomas C. Amory and Company, Samuel G. Perkins and Company, James and Thomas H. Perkins, Thomas Parsons, and Samuel May, out of any money in the treasury not otherwise appropriated, the amount of the proceeds of the ship Ariadne and cargo, which has been paid to the Treasurer of the United States.

Remission of penalties.

See act for the relief of the ship called Goodfriends, the Amazon, and the United States, and cargoes, arrived in Delaware from Amelia island; cargoes shipped on board in Great Britain and Ireland remitted by Secretary of Treasury, by virtue of the act of January 2, 1813.—(Laws U. S., vol. 4, p. 581.)

See act for the relief of Chas. Cramer, Geo. Kaler and tohers, owners of the schooner Joseph & Mary, refunded to them the amount paid into the treasury in consequence of the forfeiture and condemnation of said vessel in the district court of the district of Massachusetts, in 1821.—(Laws U. S., vol. 9, p. 185, June 30, 1834.)

UNITED STATES OF AMERICA, PORT OF ALEXANDRIA.

List of the crew of the ship Ariadne, of Boston, whereof Bartlett Holmes is at present master, bound from the port of Alexandria for Cadiz.

Names.	Natives of—	Place of residence.	Description of persons.				Remarks.	
			Height.		Complexion.	Color of hair.		Color of eyes.
			<i>Feet.</i>	<i>Inches.</i>				
Hugh Jack.....	United States...	Alexandria	5	5½	Fair	Light	Blue	See certificate of citizenship.....
John Arundell.....	do.....	do.....	5	9	do.....	Black	Hazle	do.....do.....
W. Groverman.....	do.....	do.....	4	11	do.....	Brown	Blue	do.....do.....
George Hillar.....	do.....	do.....	5	10½	Light.....	do.....	do.....	do.....do.....
John Bartine.....	do.....	do.....	5	4½	Brown.....	do.....	Gray	do.....do.....
John Taylor.....	do.....	do.....	5	3½	Dark.....	do.....	Blue	do.....do.....
Wm. Ridley.....	do.....	do.....	5	8¾	Fair.....	do.....	do.....	do.....do.....
Samuel Snow.....	do.....	do.....	5	5¾	Light.....	do.....	Gray	do.....do.....
Daniel Cannon.....	do.....	do.....	5	7	Dark.....	do.....	do.....	do.....do.....
Thomas Walkins.....	do.....	do.....	5	11	Brown.....	Red	Hazle	do.....do.....
John Byal.....	do.....	do.....	5	3½	Black.....	do.....	do.....	See certificate of notary public..
John White.....	do.....	do.....	5	8½	do.....	Black	Black	See certificate of consul.....
James Russel.....	do.....	do.....	5	7½	Brown.....	Brown.....	Hazle	See certificate of citizenship.....
John Williams.....	do.....	do.....	5	2½	Light.....	Fair	Blue	do.....do.....
Cornelius Nye.....	do.....	do.....	5	6	Dark.....	Dark	Gray	do.....do.....

I, Bartlett Holmes, master of the ship *Ariadne*, of Boston, do swear, according to the best of my knowledge and belief, that the above list contains the names of the crew of the said ship, together with the places of their birth and residence, as far as I can ascertain them; so help me God.

Sworn before me, this 26th day of September, 1812.

C. H. SIMMS,
Deputy Collector.

CUSTOM-HOUSE OFFICE, *Alexandria.*

I, C. H. Simms, deputy collector of the customs for the district of Alexandria, do hereby certify that the above is a true copy of the original list of the crew of the ship *Ariadne*, B. Holmes master, deposited in this office; and I do further certify that the above named Jack, Hillar, Bartine, Taylor, Ridley, Snow, Cannon, Walkins, Russel, Williams, Arundell, Groverman, Nye, thirteen of the company of the above mentioned vessel, whereof the said B. Holmes is at present master, produced to me proof in the manner directed in the act entitled "An act for the relief and protection of American seamen, and pursuant to the said act, and the act supplementary to the act concerning consuls and vice consuls, and for the further protection of American seamen." I do hereby certify that the said Jack, Hillar, Bartine, Taylor, Ridley, Snow, Cannon, Walkins, Russel, Williams, Arundell, Groverman, and Nye, are citizens of the United States of America.

As witness my hand and seal of office, this twenty-sixth day of [L. s.] September, one thousand eight hundred and twelve.

C. H. SIMMS, *D. C.*

BALTIMORE, *September 10, 1812.*—Received of Amos A. Williams, on board of the ship *Ariadne*, whereof I am master, one thousand whole barrels of superfine flour, and twenty half barrels of superfine flour, all in good order, on account of Mr. Nathaniel Goddard, of Boston, and to whose order I promise to deliver the said flour, the danger of the seas excepted.

BARTLETT HOLMES.

COURT OF CLAIMS.

To William H. Hemmick, No. 12 Law Buildings. Residence in West Mulberry street:

You are hereby commanded to appear before Bolivar D. Daniels, a commissioner appointed by this Court to take depositions at Baltimore,

Maryland, on the 13th day of February, A. D. 1856, at 11 o'clock in the forenoon, then and there to testify in the case of Francis A. Gibbons and Francis X. Kelly against the United States, now pending in this Court.

Fail not of appearance, at your peril.

By order of the Court.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said Court, at Washington, this 9th day of February, [L. s.] A. D. 1856.

SAM'L H. HUNTINGTON,
Chief Clerk Court of Claims.

An act for the government and regulation of seamen in the merchants' service, passed July 20, 1790.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That from and after the 1st day of December next every master or commander of any ship or vessel bound from a port of the United States to any foreign port, or of any ship or vessel of the burden of fifty tons or upwards bound from a port in one State to a port in any other than an adjoining State, shall, before he proceed on such voyage, make an agreement in writing, or in print, with every seaman or mariner on board such ship or vessel (except such as shall be apprentice or servant to himself or owners) declaring the voyage or voyages, term or terms of time, for which such seaman or mariner shall be shipped. And if any master or commander of such ship or vessel shall carry out any seaman or mariner (except apprentices or servants, as aforesaid) without such contract or agreement being first made and signed by the seamen and mariners, such master or commander shall pay to every such seaman or mariner the highest price or wages which shall have been given at the port or place where such seaman or mariner shall have been shipped for a similar voyage within three months next before the time of such shipping, provided such seaman or mariner shall perform such voyage; or if not, then for such time as he shall continue to do duty on board such ship or vessel; and shall, moreover, forfeit twenty dollars for every such seaman or mariner—one-half to the use of the person prosecuting for the same, the other half to the use of the United States. And such seaman or mariner, not having signed such contract, shall not be bound by the regulations, nor subject to the penalties and forfeitures contained in this act.

And be it enacted, That at the foot of every such contract there shall be a memorandum, in writing, of the day and the hour on which such seaman or mariner who shall so ship and subscribe shall render themselves on board to begin the voyage agreed upon. And if any such seaman or mariner shall neglect to render himself on board the ship or vessel for which he has shipped at the time mentioned in such memorandum, and if the master, commander, or other officer of the

ship or vessel shall, on the day on which such neglect happened, make an entry in the log-book of such ship or vessel of the name of such seaman or mariner, and shall in like manner note the time that he so neglected to render himself, (after the time appointed,) every such seaman or mariner shall forfeit for every hour which he shall so neglect to render himself one day's pay, according to the rate of wages agreed upon, to be deducted out of his wages. And if any such seaman or mariner shall wholly neglect to render himself on board such ship or vessel, or having rendered himself on board shall afterwards desert or escape, so that the ship or vessel proceed to sea without him, every such seaman or mariner shall forfeit and pay to the master, owner, or consignee of the said ship or vessel a sum equal to that which shall have been paid to him by advance, at the time of signing the contract, over and besides the sum so advanced; both which sums shall be recoverable in any court or before any justice or justices of any State, city, town, or county within the United States, which by the laws thereof have cognizance of debts of equal value, against such seaman or mariner, or his surety or sureties, in case he shall have given surety to proceed on the voyage.

And be it enacted, That if the mate, or first officer under the master, and a majority of the crew of any ship or vessel bound on a voyage to any foreign port shall, after the voyage is begun, (and before the ship or vessel shall have left the land,) discover that the said ship or vessel is too leaky, or is otherwise unfit in her crew, body, tackle, apparel, furniture, provisions, or stores, to proceed on the intended voyage, and shall require such unfitness to be inquired into, the master or commander shall, upon the request of the said mate, (or other officer, and such majority,) forthwith proceed to, or stop at, the nearest or most convenient port or place where such inquiry can be made, and shall there apply to the judge of the district court, if he shall there reside, or, if not, to some justice of the peace of the city, town, or place, taking with him two or more of the said crew who shall have made such request; and thereupon such judge or justice is hereby authorized and required to issue his precept, directed to three persons in the neighborhood, the most skilful in maritime affairs that can be procured, requiring them to repair on board such ship or vessel, and to examine the same in respect to the defects and insufficiencies complained of, and to make report to him, the said judge or justice, in writing, under their hands, or the hands of two of them, whether in any or in what respect the said ship or vessel is unfit to proceed on the intended voyage, and what addition of men, provisions, or stores, or what repairs or alterations in the body, tackle, or apparel, will be necessary; and upon such report the said judge or justice shall adjudge and determine, and shall endorse on the said report his judgment, whether the said ship or vessel is fit to proceed on the intended voyage; if not, whether such repairs can be made, or deficiencies supplied, where the ship or vessel then lies; or whether it be necessary for the said ship or vessel to return to the port from whence she first sailed to be there refitted. And the master and crew shall, in all things, conform to the said judgment. And the master or commander shall, in the first instance, pay all the costs of such view, report and judgment, to

the taxed and allowed, on a fair copy thereof, certified by the said judge or justice. But if the complaint of the said crew shall appear, upon the said report and judgment, to have been without foundation, then the said master, or the owner or consignee of such ship or vessel, shall deduct the amount thereof, and reasonable damages, for the detention, (to be ascertained by the said judge or justice,) out of the wages growing due to the complaining seamen or mariners. And if, after such judgment, such ship or vessel is fit to proceed on her intended voyage, or after procuring such men, provisions, stores, repairs, or alterations, as may be directed, the said seamen or mariners, or either of them, shall refuse to proceed on the voyage, it shall and may be lawful for any justice of the peace to commit, by warrant from under his hand and seal, every such seaman or mariner (who shall so refuse) to the common jail of the county, there to remain, without bail or mainprize, until he shall have paid double the sum advanced to him at the time of subscribing the contract for the voyage, together with such reasonable costs as shall be allowed by the said justice, and inserted in the said warrant; and the surety or sureties of such seaman or mariner, (in case he or they shall have given any,) shall remain liable for such payment; nor shall any such seaman or mariner be discharged upon any writ of *habeas corpus*, or otherwise, until such sum be paid by him or them, or his or their surety or sureties, for want of any form of commitment, or other previous proceedings: *Provided*, That sufficient matter shall be made to appear, upon the return of such *habeas corpus*, and an examination then to be had, to detain him for the causes hereinbefore assigned.

And be it enacted, That if any person shall harbor or secrete any seaman or mariner belonging to any ship or vessel, knowing him to belong thereto, every such person, on conviction thereof before any court in the city, town or county where he, she, or they may reside, shall forfeit and pay ten dollars for every day which he, she, or they shall continue so to harbor or secrete such seaman or mariner—one-half to the use of the person prosecuting for the same, the other half to the use of the United States. And no sum exceeding one dollar shall be recoverable from any seaman or mariner by any one person for any debt contracted during the time such seaman or mariner shall actually belong to any ship or vessel, until the voyage for which such seaman or mariner engaged shall be ended.

And be it enacted, That if any seaman or mariner, who shall have subscribed such contract as is hereinbefore described, shall absent himself from on board the ship or vessel in which he shall so have shipped, without leave of the master or officer commanding on board, and the mate or other officer having charge of the log-book shall make an entry therein of the name of such seaman or mariner on the day on which he shall so absent himself; and if such seaman or mariner shall return to his duty within forty-eight hours, such seaman or mariner shall forfeit three days' pay for every day which he shall so absent himself, to be deducted out of his wages. But if any seaman or mariner shall absent himself for more than forty-eight hours at one time, he shall forfeit all the wages due to him, and all his goods and chattels which were on board the said ship or vessel, or in any

store where they may have been lodged at the time of his desertion, to the use of the owners of the ship or vessel, and moreover shall be liable to pay to him or them all damages which he or they may sustain, by being obliged to hire other seamen or mariners in his or their place; and such damages shall be recovered, with costs, in any court, or before any justice or justices, having jurisdiction of the recovery of debts, to the value of ten dollars, or upwards.

And be it enacted, That every seaman or mariner shall be entitled to demand and receive from the master or commander of the ship or vessel to which they belong, one-third part of the wages which shall be due to him, at every port where such ship or vessel shall unlade and deliver her cargo, before the voyage be ended, unless the contrary be expressly stipulated in the contract; and as soon as the voyage is ended, and the cargo or ballast be fully discharged at the last port of delivery, every seaman or mariner shall be entitled to the wages, which shall be then due, according to his contract. And if such wages shall not be paid within ten days after such discharge, or if any dispute shall arise between the master and seamen or mariners, touching the said wages, it shall be lawful for the judge of the district where the said ship or vessel shall be, or in case his residence be more than three miles from the place, or of his absence from the place of his residence, then for any judge or justice of the peace, to summon the master of such ship or vessel, to appear before him, to show cause why process should not issue against such ship or vessel, her tackle, furniture and apparel, according to the course of admiralty courts, to answer for the said wages; and if the master shall neglect to appear, or, appearing, shall not show that the wages are paid, or otherwise satisfied or forfeited; and if the matter in dispute shall not be forthwith settled, in such case, the judge or justice shall certify to the clerk of the court of the district that there is sufficient cause of complaint whereon to found admiralty process; and thereupon the clerk of such court shall issue process against the said ship or vessel; and the suit shall be proceeded on in the said court, and final judgment be given, according to the course of admiralty courts in such cases used. And in such suit, all the seamen and mariners (having cause of complaint of the like kind against the said ship or vessel) shall be joined as complainants. And it shall be incumbent on the master or commander to produce the contract and log-book, if required, to ascertain any matters in dispute; otherwise, the complainants shall be permitted to state the contents thereof; and the proof of the contrary shall lie on the master or commander. But nothing herein contained shall prevent any seaman or mariner from having, or maintaining, an action at common law, for the recovery of his wages, or from immediate process out of any court having admiralty jurisdiction, wherever any ship or vessel may be found, in case she shall have left the port of delivery, where her voyage ended, before payment of the wages, or in case she shall be about to proceed to sea, before the end of the ten days next after the delivery of her cargo or ballast.

And be it enacted, That if any seaman or mariner, who shall have signed a contract to perform a voyage, shall at any port or place desert, or shall absent himself from such ship or vessel without leave of the

master or officer commanding in the absence of the master, it shall be lawful for any justice of the peace within the United States, (upon the complaint of the master,) to issue his warrant to apprehend such deserter and bring him before such justice; and if it shall then appear by due proof that he has signed a contract within the intent and meaning of this act, and that the voyage agreed for is not finished, altered, or the contract otherwise dissolved, and that such seaman or mariner has deserted the ship or vessel, or absented himself without leave, the said justice shall commit him to the house of correction, or common jail of the city, town or place, there to remain until the said ship or vessel shall be ready to proceed on her voyage, or till the master shall require his discharge, and then be delivered to the said master, he paying all the costs of such commitment, and deducting the same out of the wages due to such seaman or mariner.

And be it enacted, That every ship or vessel belonging to a citizen or citizens of the United States, of the burden of one hundred and fifty tons or upwards, navigated by ten or more persons in the whole; and bound on a voyage without the limits of the United States, shall be provided with a chest of medicines, put up by some apothecary of known reputation, and accompanied by directions for administering the same. And the said medicines shall be examined by the same or some other apothecary once at least in every year, and supplied with fresh medicines, in the place of such as shall have been used or spoiled; and in default of having such medicine chest so provided and kept fit for use, the master or commander of such ship or vessel shall provide and pay for all such advice, medicine, or attendance of physicians, as any of the crew shall stand in need of, in case of sickness, at every port or place where the ship or vessel may touch or trade at during the voyage, without any deduction from the wages of such sick seaman or mariner.

And be it enacted, That every ship or vessel, belonging as aforesaid, bound on a voyage across the Atlantic ocean, shall, at the time of leaving the last port from whence she sails, have on board, well secured under deck, at least sixty gallons of water, one hundred pounds of salted flesh meat, and one hundred pounds of wholesome ship bread, for every person on board such ship or vessel, over and beside such other provisions, stores and live stock, as shall by the master or passengers be put on board, and in like proportion for shorter or longer voyages. And in case the crew of any ship or vessel, which shall not have been so provided, shall be put upon short allowance in water, flesh, or bread, during the voyage, the master or owner of such ship or vessel shall pay to each of the crew one day's wages beyond the wages agreed on for every day they shall be so put on short allowance; to be recovered in the same manner as their stipulated wages.

AN ACT supplementary to the "Act concerning consuls and vice consuls, and for the further protection of American seamen," passed February 28, 1803.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That before a clear-

ance be granted to any vessel bound on a foreign voyage, the master thereof shall deliver to the collector of the customs a list, containing the names, places of birth and residence, and a description, of the persons who compose his ship's company, to which list the oath or affirmation of the captain shall be annexed, that the said list contains the names of his crew, together with the places of their birth and residence as far as he can ascertain them, and the said collector shall deliver him a certified copy thereof, for which the collector shall be entitled to receive the sum of twenty-five cents; and the said master shall, moreover, enter into bond, with sufficient security, in the sum of four hundred dollars, that he shall exhibit the aforesaid certified copy of the list to the first boarding officer, at the first port in the United States at which he shall arrive on his return thereto, and then and there also produce the persons named therein to the said boarding officer, whose duty it shall be to examine the men with such list, and to report the same to the collector; and it shall be the duty of the collector, at the said port of arrival, (where the same is different from the port from which the vessel originally sailed,) to transmit a copy of the list so reported to him to the collector of the port from which said vessel originally sailed: *Provided*, That the said bond shall not be forfeited on account of the said master not producing to the first boarding officer, as aforesaid, any of the persons contained in the said list who may be discharged in a foreign country with the consent of the consul, vice consul, commercial agent, or vice commercial agent, there residing, signified in writing, under his hand and official seal, to be produced to the collector with the other persons composing the crew, as aforesaid, or on account of any such person's dying, or absconding, or being forcibly impressed into other service, of which satisfactory proof shall be then also exhibited to the collector.

SEC. II. *And be it enacted*, That it shall be the duty of every master or commander of a ship or vessel belonging to citizens of the United States, who shall sail from any port of the United States after the first day of May next, on his arrival at a foreign port, to deposit his register, sea-letter, and Mediterranean passport, with the consul, vice consul, commercial agent, or vice commercial agent, (if any there be at such port;) that in case of refusal or neglect of the said master or commander to deposit the said papers, as aforesaid, he shall forfeit and pay five hundred dollars, to be recovered by the said consul, vice consul, commercial agent, or vice commercial agent, in his own name, for the benefit of the United States, in any court of competent jurisdiction; and it shall be the duty of such consul, vice consul, commercial agent, or vice commercial agent, on such master or commander producing to him a clearance from the proper officer of the port where his ship or vessel may be, to deliver to the said master or commander all of his said papers: *Provided*, such master or commander shall have complied with the provisions contained in this act, and those of the act to which this is a supplement.

SEC. III. *And be it further enacted*, That whenever a ship or vessel belonging to a citizen of the United States shall be sold in a foreign country and her company discharged, or when a seaman or mariner,

a citizen of the United States, shall, with his own consent, be discharged in a foreign country, it shall be the duty of the master or commander to produce to the consul, vice consul, commercial agent, or vice commercial agent the list of his ship's company, certified as aforesaid; and to pay to such consul, vice consul, commercial agent, or vice commercial agent, for every seaman or mariner so discharged, being designated on such list as a citizen of the United States, three months' pay over and above the wages which may then be due to such mariner or seaman—two-thirds thereof to be paid by such consul or commercial agent to each seaman or mariner so discharged upon his engagement on board of any vessel to return to the United States, and the other remaining third to be retained for the purpose of creating a fund for the payment of the passages of seamen or mariners, citizens of the United States, who may be desirous of returning to the United States, and for the maintenance of American seamen who may be destitute and may be in such foreign port; and the several sums retained for such fund shall be accounted for with the treasurer every six months by the persons receiving the same.

SEC. IV. *And be it further enacted*, That it shall be the duty of the consuls, vice consuls, commercial agents, or vice commercial agents of the United States, from time to time, to provide for the mariners and seamen of the United States who may be found destitute within their districts, respectively, sufficient subsistence and passages to some port in the United States, in the most reasonable manner, at the expense of the United States, subject to such instructions as the Secretary of State shall give; and that all masters and commanders of vessels belonging to citizens of the United States and bound to some port of the same, are hereby required and enjoined to take such mariners or seamen on board of their ships or vessels at the request of the said consuls, vice consuls, commercial agents, or vice commercial agents, respectively, and to transport them to the port in the United States to which such ships or vessels may be bound, on such terms, not exceeding ten dollars for each person, as may be agreed between the said master and consul or commercial agent; and the said mariners or seamen shall, if able, be bound to do duty on board such ships or vessels, according to their several abilities: *Provided*, That no master or captain of any ship or vessel shall be obliged to take a greater number than two men to every one hundred tons burden of the said ship or vessel on any one voyage; and if any such captain or master shall refuse the same on the request or order of the consul, vice consul, commercial agent, or vice commercial agent, such captain or master shall forfeit and pay the sum of one hundred dollars for each mariner or seaman so refused; to be recovered for the benefit of the United States in any court of competent jurisdiction, and the certificate of any such consul or commercial agent given under his hand and official seal shall be *prima facie* evidence of such refusal, in any court of law having jurisdiction, for the recovery of the penalty aforesaid.

SEC. V. *And be it further enacted*, That the seventh and eighth sections of the act entitled "An act concerning consuls and vice consuls," be and the same are hereby repealed; and that the Secretary of State be authorized to reimburse the consuls, vice consuls, com-

mercial agents, or vice commercial agents, such reasonable sums as they may hereafter have advanced for the relief of seamen, though the same should exceed the rate of twelve cents a man per diem.

SEC. VI. *And be it further enacted*, That it shall and may be lawful for every consul, vice consul, commercial agent and vice commercial agent of the United States to take and receive for every certificate of discharge of any seaman or mariner in a foreign port fifty cents, and for commission on paying and receiving the amount of wages payable on the discharge of seamen in foreign ports two and a half per centum.

TREASURY DEPARTMENT, *January 23, 1818.*

SIR: I have the honor to acknowledge the receipt of your letter, enclosing the petition of Nathaniel Goddard, and requesting to be informed—

1. Whether the Executive authority is competent to grant the relief which the petitioner asks?

2. If incompetent, whether the character of the case is such that, under the principles upon which the remission of fines and penalties are ordinarily granted, the Executive government might not be expected to remit, if it had the power?

To the first question, I have the honor to state that it has been determined by the Executive authority that relief cannot be granted in this case by the Executive department of the government.

In answering the second, it is proper to state that the power of the Secretary of the Treasury to remit or mitigate fines, penalties, and disabilities, is confined to cases arising under the revenue laws, and those which concern the registering and licensing vessels of the United States; and in those cases it must appear, to his satisfaction, that the penalty or disability has been incurred without wilful negligence, or any intention of fraud.

The power of the President to grant reprieves and pardons extends to all offences against the United States, except in cases of impeachment. In the exercise of this power, greater latitude will necessarily be assumed, inasmuch as it is not limited, as in the power given to the Secretary of the Treasury to cases which have occurred without wilful negligence, or any intention of fraud. It is, therefore, presumed that the Executive power of pardon, in all cases within its competency, will not only be exercised where the violation of law has not been the result of wilful negligence, or any intention of fraud, but in many cases where this entire innocency of intention cannot be pleaded.

Admitting the facts stated by the petitioner to be correct, and they have not been controverted, he does not appear to have incurred the penalty from which he asks to be relieved by wilful negligence, or by any intention of fraud. If the penalty incurred by the petitioner had been within the jurisdiction of the Secretary of the Treasury, and the facts stated in the petition had been legally established, the penalty

would have been remitted upon the principles upon which remission has been ordinarily granted by the department.

I have the honor to be your most obedient and very humble serv't,
WM. H. CRAWFORD.

HON. WILLIAM LOWNDES,
Chairman of the Committee of Ways and Means.

The President of the United States of America to Henry Wheaton and William Slosson, esqs., of the city of New York, greeting:

Whereas it appears to the Supreme Court of the United States of America that William W. Russell, of New York, is a material witness in a certain cause now depending in the said court between appellants and claimants of a certain ship or vessel called Ariadne, and her cargo, against the United States of America and the officers and crew of the United States brig Argus, libellants, respondents, we, in confidence of your prudence and fidelity, have appointed, and by these presents do appoint, you, the said Henry Wheaton and William Slosson, commissioners to examine the said witness in the said cause, on the part of the said appellant, upon the interrogatories hereto annexed; and, therefore, we do command and authorize you that, at certain days and places to be appointed by you, the said commissioners, for that purpose, you do cause the said witness to come before you, and then and there diligently him examine upon the interrogatories annexed to this commission on his corporeal oath, first taken before you, and cause the examination of the said witness to be reduced to writing by him, the said witness, or one of you, and also subscribed by the said witness and by yourselves, and return the same, annexed to this commission, unto the said Supreme Court of the United States with all convenient speed, closed up and under the seals of you the said commissioners, distinctly and plainly set together, with the said interrogatories and this writ. And we further command you that, before you act or be present at the swearing or examining the said witness in the said cause, you do severally take an oath, whereby you shall declare that you will, according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties in the said cause, take the examination or deposition of the said witness produced by virtue of this commission and upon the interrogatories hereto annexed; and we give you, and each of you, full power and authority severally to administer the said oath to each other upon the Holy Evangelist. Witness John Marshall, esq., chief justice of the Supreme Court of the United States, at the city of New York, in the second circuit, this second day of September, in the year of our Lord one thousand eight hundred and sixteen, and of the independence of the said United States the forty-first.

THERON RUDD,
Clerk of the Southern District of New York.

GEORGE SULLIVAN,
Proctor and Advocate for Appellant.

Interrogatories filed for the appellants to be put to William W. Russell, of the city and State of New York, merchant.

Interrogatory 1. Do you know the ship *Ariadne*, owned by Nathaniel Goddard, of Boston, merchant, which sailed from Alexandria in October, 1812, for Cadiz; and do you personally know said Goddard, or the shippers in said vessel, or either of them, and when and where did you first become acquainted with them.

Interrogatory 2. What was your occupation in the beginning of the year 1812, and where was your place of residence then? Did you afterwards establish yourself in Cadiz? If yea, in what business and when?

Interrogatory 3. What was the kind of business transacted at the time of said establishment between the United States and Cadiz? Was there, or not, a great and unusual traffic in breadstuffs before the 18th of June, in that year? If yea, state the cause or causes of the same circumstantially, and the expectations, if any, which your house had formed of its continuance or augmentations.

Interrogatory 4. Did you receive consignments of breadstuffs from the United States prior to the intelligence of war between them and the United Kingdom of Great Britain and Ireland? Were they considerable in quantity, and what was the course of your business in selling them; were sales universally or generally effected through brokers? If yea, were the names of purchasers usually disclosed previous to the conclusion of the bargain, or how otherwise was business of this sort transacted?

Interrogatory 5. How numerous is the ordinary population of Cadiz, and was it considerably increased upon the invasion by the French armies of the adjacent provinces? If yea, state how much, and what were the usual sources of supplies of breadstuffs to the city of Cadiz, in time of peace, or when not invested.

Interrogatory 6. From what sources was this augmented population supplied with breadstuffs; did you calculate and was it generally expected that large supplies would be necessarily imported from the United States for the subsistence of this population? If yea, what communications did you make to merchants in the United States on these calculations or expectations; did you expect or represent that any others than the citizens or inhabitants of Cadiz would consume the breadstuffs shipped from the United States; did it enter into your calculation that the English or allied armies would be the consumers of the flour or breadstuffs which might be consigned to you in the year 1812; or did you calculate that the demand for the citizens or inhabitants of Cadiz would absorb all you might receive from the United States?

Interrogatory 7. Did you communicate, directly or indirectly, with any of the owners of the ship *Ariadne* or cargo on the subject respecting which you are questioned in the interrogatory last above written and put to you, and to whom and what were these communications? Will you annex copies of all such communications, if you have the means; and if not, state as precisely as you can what they were, and why you do not annex copies thereof.

Interrogatory 8. Did the *Ariadne* and cargo come consigned to you at Cadiz? If yea, state what you know of the origin of the enterprise and the prosecution of the voyage, from the inception of its plan till she arrived at the port of Cadiz. State all the communications or information you received from the owners, or any of them, their supercargo or captain, or other agent, which may tend to show that their intention was or was not to furnish the enemy of their country with supplies, or to sell to them, directly or indirectly, any of the cargo of the *Ariadne*.

Interrogatory 9. In disposing of the *Ariadne's* cargo, did you or not pursue the same course of dealing in respect to her sales as you would have done if the legality of the possession and use by the master of a British license had never been put in question?

Interrogatory 10. Had the *Ariadne* have arrived out in November, 1812, would her cargo have been sold for enemy use, as the course of your business then was? Would it have been sold or disposed of differently from what it afterwards was when it had arrived, and how was this? Was any of it sold to the enemy of the United States, as you know? State in what manner and to whom the sales were effected, and for what ultimate destination or consumption, as far as you know.

Interrogatory 11. How was the same paid for, in money or by bills? If by bills, by whom and upon whom were these drawn, and to whom made payable, and for what sums? Specify the amount as nearly as may be, and state to what nation the several parties to the same belonged.

Interrogatory 12. What was the subsequent employment of said vessel, and when and for what port did she sail from Cadiz?

Interrogatory 13. Do you know any other matter or thing which may tend to disclose that the real and true intention of the owners of said ship and cargo was or was not to furnish supplies, or otherwise to aid and succor the enemies of the United States? If any, state the same as if thereto particularly interrogated.

Interrogatory 14. When did the siege of Cadiz commence? Was it continued uninterruptedly until raised? What number of English troops were on shore from time to time, particularly in the summer and fall of 1812, aiding in the defence of Cadiz, and what number of Spanish troops were assembled there? When was the siege raised? What number of English and Spanish troops remained? Where did those go, and when, who went away after the siege? Was the position of the English army such, after the siege was raised, that they could at any time in the fall of 1812 draw supplies from Cadiz more conveniently than from Lisbon? Was not the latter port notoriously a depot for supplies of provisions for the allied armies, and is it not true that Cadiz was notoriously not a depot?

Interrogatory 15. Did not the English, when leaving Cadiz, in October or November, 1812, leave a large quantity of flour on the quays for sale? If yea, state the quantity, and whether the same was or not brought from England or Ireland, as you know, and from what other source or manufacture it came?

Filed this 12th September, A. D. 1816, by—

GEORGE SULLIVAN,
Proctor of the Appellants and Claimants.

SUPREME COURT OF THE UNITED STATES.

THE UNITED STATES AND THE OFFICERS, ETC., OF THE UNITED STATES BRIG-
OF-WAR ARGUS, appellees, vs. THE SHIP ARIADNE AND CARGO, appel-
lants.

*Cross interrogatories by the appellees to be put to William W. Russell, a
witness on the part of the appellants.*

Interrogatory 1. Are you a citizen of the United States, and where did you reside at the time the facts mentioned in your answers to the direct interrogatories took place; and where was your domicile during the late war between Great Britain and the United States, or any period thereof?

Interrogatory 2. Are you interested in the above entitled cause, directly or indirectly?

Interrogatory 3. Are you to be gainer or loser by the event of said cause?

Interrogatory 4. How did you at the above period, or do you stand related in interest or business with the captain or owners of the Ariadne, or the shippers or any of them in the voyage alluded to, in the direct interrogatories, or were you consignee as to said voyage or otherwise?

Interrogatory 5. Did you know, or had you cause to believe, that more papers were on board the Ariadne than you had personally inspected, or of the contents of which you had been apprised?

Interrogatory 6. Do you not believe that the Ariadne on the voyage to which the direct interrogatories apply, had a license, passport or protection of some kind on board, either from Great Britain, or some person authorized or pretending to be authorized by Great Britain; or if you have heard to this effect, state from whom?

Interrogatory 7. Did you not believe that the Ariadne had papers on board of some kind which would have protected her, or have led to her protection in the event of her meeting British cruisers on the voyage above referred to?

Interrogatory 8. Would you have entrusted your property on board, had you not been of opinion that the Ariadne would pass on her voyage without capture by British cruisers, in case she were met by them?

Interrogatory 9. Did not the captain or supercargo, or some other person, by words or writing, or some other means, induce you to believe or represent to you that the Ariadne had a paper or papers on board which would protect her from British capture?

Interrogatory 10. Did you not understand, or do you not believe, that the cargo of the Ariadne, or part thereof, was intended to supply the British forces in Spain or Portugal, or some other place?

Interrogatory 11. Was it not your expectation that the British forces in Spain or Portugal would be the cause of producing a good price and easy sale of said cargo or part thereof.

Interrogatory 12. How was the said cargo to be disposed of, and of what was the return cargo to consist?

Interrogatory 13. Do you or do you not know of any correspondence with Allen, the person acting, or who has acted as British consul at Boston, or any agent or pretended agent of Great Britain, and any person connected with the Ariadne or her cargo, respecting the said voyage of the Ariadne or her cargo, on her return voyage; and if so, what was this correspondence? Was it in words or by letter, or the signing of any paper or papers by the said Allen or any person concerned or connected with said vessel and cargo, or the owners or persons concerned with the same?

Interrogatory 14. Do you or do you not know of any money paid by any person concerned, or in anywise interested or connected in said voyage, vessel, or cargo, to the said Allen, as consul or otherwise, or any other person as consul or agent, or acting as consul or agent for the British government, or have you heard or been led to understand that such was the case, and how have you so learned or understood?

Interrogatory 15. Do you know of any bill or bills drawn in favor of the British government or a British subject, or any person whomsoever, in Great Britain or its dependencies, directly or indirectly to benefit the said government or any such subject, by any person or persons whomsoever, in consequence of, or in compensation or consideration of any license, passports or other papers signed or authorized by, or of any acts done or to be done, or of any assurances or promises made by the said Allen, or any other person authorized or pretending to be authorized by the British government or acting for that government, touching the said voyage, vessel or cargo, or in anywise connected with the same, or her return voyage or cargo, or if you do not know the above circumstances or any part thereof, have you cause to believe that they, or any of them took place.

Interrogatory 16. Do you or do you not know, believe or understand, that at and about the time alluded to in the direct interrogatories, the whole or the generality, or some of the vessels which arrived in Spain or Portugal from the United States of America, were supplied with British licenses, passports or protections, and was it not conceived good policy to have them so supplied?

Interrogatory 17. What was the probable number and strength of the British and allied military and naval forces at and near Cadiz and in Spain and Portugal generally, at the times alluded to, in the direct interrogatories?

Interrogatory 18. Who do you know or believe were the real purchasers or actual consumers of the cargo of the Ariadne or any part thereof, which arrived at Cadiz, or as the place may be, on her voyage from the United States, as alluded to in the answers to the direct interrogatories, and did you not dispose of the same, and were not brokers or other agents, or nominal venders resorted to, in respect to said cargo, or cargoes generally from the United States, to avoid the direct responsibility of selling to the British or allied armies or navy, or the appearance of a communication with either?

Interrogatory 19. How were the avails of the cargo of the Ariadne,

and every part thereof, disposed of or appropriated on the voyage above alluded to, in Spain or Portugal; and if any bill or bills of exchange were purchased by any person in any transaction touching said cargo, describe said bills, on what country, by whom and in whose favor were they drawn?

Interrogatory 20. Did you or did you not by letter or otherwise intimate to, or advise the shippers or owners, master or supercargo of the Ariadne and cargo in the voyage above alluded to, to obtain in any manner whatever, a license, protection or passport of any kind soever, as from the British government or any of its officers, civil or military, for the purpose of protecting the Ariadne or cargo, or any part thereof, on her said voyage from capture or molestation from British cruisers, or were you in the habit of instructing or advising, or did you instruct or advise any of your American correspondents or acquaintances to this effect?

Interrogatory 21. Did you in any letter or letters, or communications to the United States, in any way recommend the shipment of provisions or other articles for the supply of the British or allied armies or navy in Spain or Portugal, and if so, when and how and to whom did you give or send such advice; or did you not send or give an opinion to any person connected in the voyage aforesaid, or other persons in the United States, that shipments from there to Spain or Portugal would be advisable on account of the increased consumption by the military or naval forces of Great Britain or her allies, in those kingdoms, and if so, when did you give or send such opinion?

Interrogatory 22. Had you a commercial connexion by the name of Hall, or a partner or partners in England or its dependencies during the late war between Great Britain and the United States, or any period thereof; if so, describe him or them by name?

Interrogatory 23. Were not arrivals at Cadiz with provisions or supplies for the British or allied armies frequent, or if not frequent, did they not take place in some degree?

Interrogatory 24. Did not the British and allied armies frequently, and if not, occasionally, obtain supplies from provisions or other articles which had arrived at Cadiz?

Interrogatory 25. If you have any documents or letters, or other papers in your possession, or at your command, touching the foregoing cross-interrogatories, will you annex the same, or copies thereof, to your answers?

Interrogatory 26. Do you know of any circumstance, fact or facts, document or documents, in anywise touching the license, the passports, the cargo, the sales, or the bill or bills, transaction or transactions, in any of the foregoing cross-interrogatories alluded to, and not by you to those interrogatories fully answered; if so, make answer unto the same as particularly as if specially and at large interrogated?

JOHN WOODWARD,

As advocate on the part of the appellees.

DISTRICT OF NEW YORK, }
 City of New York, } ss.

Deposition of William W. Russel, of the city of New York, a witness produced, sworn, and examined in a certain cause now depending in the Supreme Court of the United States of America between ———, appellants, claimants of a certain ship or vessel called Ariadne, and her cargo, against the United States of America and the officers and crew of the United States brig Argus, libellants, respondents, on the part of the appellants, by virtue of and under the commission hereunto annexed, before us, Henry Wheaton and William Slosson, the commissioners therein named, upon the interrogatories to the said commission annexed, and on the corporal oath of the said witness first taken before us, as follows, to wit :

First. To the first interrogatory the deponent saith : That a ship called the Ariadne, in the winter of the years 1812 and 1813, and, as he believes, the latter part of January or the beginning of February in the year 1813, arrived at Cadiz, in Spain, and was by the supercargo consigned to Wall & Russel, of that place, of which house this deponent was a partner. That the deponent, when the ship arrived at Cadiz, was on his return to the United States, where he arrived, and soon afterwards saw Nathaniel Goddard, of Boston, from whom the deponent understood that he was principal if not sole owner of the said ship, and he believes she sailed from Alexandria. That William Parsons, of Boston, was one of the shippers, and from correspondence which has passed between him and James and Thomas H. Perkins, of Boston, he supposes that they were also shippers. Deponent understood also from the said Nathaniel Goddard that he was one of the shippers. By the correspondence he means a letter from Messrs. Perkins to this deponent, introducing to him Mr. Sullivan, and, according to his impression, relative to the business of the Ariadne. Deponent first became acquainted with Mr. Goddard shortly after his return to the United States, as above mentioned ; Mr. Parsons he knew previously, and also Messrs. Perkins.

Second. To the second interrogatory he says : That in the beginning of the year 1812 he was not engaged in any business, having just returned, after a long absence, from India. In March he went from the United States to Cadiz to establish himself in commission business, which he did shortly after his arrival there, in connexion with Mr. Wall, under the firm of Wall & Russel.

Third. To the third interrogatory he says : That the business of American houses established at Cadiz in June, 1812, and about that time, was principally in breadstuffs from the United States, and there were many vessels arrived there in May and June with that article in that year. He supposes the business of that description was as large as it had ever been. He considers that the causes why so large quantities of flour were imported to Cadiz at that time were that the French at that time had possession of those parts of Spain where grain was principally cultivated, and of course they had not the usual quantity ; and further, in consequence of the military occupation of

the country by the French, there had been a large influx of inhabitants into Cadiz, the number, he believes, being nearly doubled. Depo-
nent's house at the time calculated that the causes which occasioned the large importations above spoken of would continue, and, of course, the business.

Fourth. To the fourth interrogatory he says : His house had several consignments from the United States, principally in breadstuffs, previous to the news of the war, which they usually sold through the agency of brokers. The names of the purchasers were not generally at Cadiz disclosed previous to the conclusion of the bargain ; the brokers at that place being generally respectable men, in whom confidence was reposed.

Fifth. To the fifth interrogatory he says : He supposes the ordinary population of Cadiz is about from eighty to one hundred thousand inhabitants, and which population, as he has already stated, was at the time aforementioned about doubled. That city, in times of peace, derived some of its provisions from the provinces of Spain, some from the Levant, and some from the United States.

Sixth. To the sixth he saith : That this augmented population was supplied by cargoes imported from the United States, and it was calculated that while the causes of that augmented population continued the future supplies would be derived from the same source. The impression of his house at that time was that the siege of Cadiz would continue for years ; that it would ultimately, however, have to yield ; that the French would continue to occupy the country and extend their conquests ; and that in the meantime the augmented population would continue ; and that Cadiz, together with that part of Spain unoccupied by the armies, would consume all the importations from the United States, or at least cause a continued demand. It did not, he is confident, enter into the calculations of the house that any part of the supplies from America could be intended for the British or allied armies in Spain, the French then being in possession of almost all Spain. He thinks the garrison of the place did not exceed ten thousand, of which three-fifths were Spaniards. During the principal part of this time he was at Gibraltar, and the correspondence of the house was carried on by his partner ; and he therefore cannot state what particular communications were made by the house to the United States.

Seventh. To the seventh interrogatory he saith : That the letter books of the house are now in Cadiz. The house were in the habit of writing circulars containing the usual communications of the state of the market, &c., and the inducements to make shipments from the United States, but he has no knowledge or recollection of any particular communications being made to any of the shippers by the Ariadne previous to her arrival at Cadiz, as aforesaid. The reason he cannot annex copies of the correspondence, or state more particularly the contents, is the absence of the letter books.

Eighth. To the eighth interrogatory he saith : That he has already answered that the Ariadne was consigned to his house, as above stated ; that he knows nothing of the origin of the enterprise by the Ariadne, or of the prosecution of the voyage from the inception of its plan until

sometime after that vessel had arrived at Cadiz. He had, as he has already mentioned, left Cadiz for the United States some time previous to the arrival of the vessel there. At the time of leaving there he had no knowledge, to his recollection, of an intended consignment by that vessel to his house, and thinks he should have known it if the circumstance had been known to his house. That previously to his leaving Cadiz for the United States his house had not, to his knowledge or belief, received any communications of any kind relative to the intended shipment by the *Ariadne* from the owners, or any of them, or their agent. That he knows of no communications since then to his house; but in his conversations with the owners of the vessel and cargo above alluded to, after his arrival here, he understood from them that the cargo was sent to Cadiz to be disposed of there in the usual course of trade. He never heard of any contract or understanding that it was intended directly or indirectly for the supply of, or to be sold to the enemy of the United States, nor does he believe that the owners had any such intention; but his knowledge of the matters does not enable him to make any further answer thereto.

Ninth. To the ninth he says: The cargo was sold precisely in the same way as if the vessel had had no license. The account sales were made out in the same manner as those of other vessels, with or without licenses, the license making no difference.

Tenth. To the tenth he says: If the *Ariadne* had arrived in November, 1812, as the course of the business of the house then was, the cargo would not have been sold for enemy's use, as he presumes, there then being very few of the enemy at Cadiz, the siege having been raised for several months; and further, that out of nearly sixty cargoes which his house received there, none were ever knowingly sold to the enemy; that it might have been that agents who did not disclose their character may have purchased on account of the enemy. He presumes that if it had arrived in November it would have been immediately sold for Spanish consumption, the article being then much in demand on account of the suspension of arrivals by reason of the war. After the cargo arrived it was sold to Spaniards. The *Ariadne* arrived, he presumes, in February, 1813. The sales commenced in March, 1813, were closed in March, 1814, and were made to the following persons: Felix Nanel, Seraffin Alaix, Miser & Co., Bernardo de Castro, Martin Mullet, Domingo Perez, Antonio Suris, M. Palarios, and Galseran, all of whom he believes to be Spaniards. These appear, by the account sales furnished him by his house, to be the only purchasers, and none of the cargo was, to his knowledge or belief, sold to the enemies of the United States. He does not know anything more of the ultimate destination of the sales or consumption of the article.

Eleventh. To the eleventh he says: The *Ariadne's* cargo was sold partly for cash and partly on credit. It was not sold, to his belief, for British government paper, because his house charged a *del credere* commission, which they would not probably have received if the sales had been paid for in that paper. If any paper was given, he presumes it was by the purchasers above named. The amount of said sales was sixty-four thousand seven hundred and fifty-one dollars.

Twelfth. To the twelfth he says: He does not know.

Thirteenth. To the thirteenth he says: He knows nothing further to his recollection.

Fourteenth. To the fourteenth he says: He believes the siege of Cadiz commenced in 1809, and, as far as he knows, continued until some time in the month of August, 1812, after the battle of Salamanca, and during that period he knows of no interruption of the siege. Judging from what he saw before the raising of the siege, he should not suppose the English force on shore exceeded three thousand, and after that event not half that number. Before the raising of the siege the Spanish force there he supposes was from six to eight thousand men; afterwards the force was lessened, but how much he does not know. He does not know when the troops went. He should think the English army in the Peninsula could in the fall of 1812 at all times have more conveniently drawn its supplies from Lisbon than Cadiz, but its exact position in that respect he does not know. Lisbon was, during that time, notoriously a depot for supplies for the British army, but as to Cadiz he did not consider it as such.

Fifteenth. To the fifteenth he says: He cannot depose.

WILLIAM W. RUSSEL.

Examination taken, reduced to writing, and by the witness subscribed before us.

HENRY WHEATON,
WILLIAM SLOSSAN,
Commissioners.

Being examined upon the cross interrogatories to the said commission annexed, the witness deposeth as follows:

First. To the first he saith: That he is a native citizen of the United States; that he went from there to Cadiz in March, 1812, and continued there and at Gibraltar until the January following, when he sailed from Cadiz for the United States, where he has since continued to reside.

Second. To the second he saith: He is not interested in the said cause directly or indirectly.

Third. To the third he saith: No.

Fourth. To the fourth he saith: That there is no other relation, except as consignee, in the manner mentioned in the direct interrogatory.

Fifth. To the fifth he says: He knows nothing of the papers of the Ariadne.

Sixth. To the sixth he says: He has no reason to believe that she had any license, passport, or protection, as mentioned in this interrogatory, except from public report, occasioned by her capture and trial. He has never heard so from any person acquainted with the fact.

Seventh. To the seventh he cannot depose.

Eighth. To the eighth he saith: He did not lade any property on board; and further he cannot depose.

Ninth. To the ninth he saith: No.

Tenth. To the tenth he saith: He never understood, nor has he any

reason to believe, that the cargo of the *Ariadne*, or any part thereof, was intended to supply the British forces in Spain or Portugal, or any other place; that the owners, he supposes, sent it there to be sold to the best purchaser, and on the best terms.

Eleventh. To the eleventh he saith: That, having no previous knowledge of the shipment, he never formed any expectation respecting it.

Twelfth. To the twelfth he cannot depose further than he has already answered to the direct interrogatories.

Thirteenth. To the thirteenth, he knows nothing.

Fourteenth. To the fourteenth, he knows nothing.

Fifteenth. To the fifteenth he cannot depose.

Sixteenth. To the sixteenth he says: He believes, and understands, that many vessels arrived in the fall and winter of 1812 at Cadiz, furnished with British licenses or passports, and it was, at that time, generally thought to be a prudent measure of precaution against capture.

Seventeenth. To the seventeenth he says: He has already answered as to the force at or about Cadiz; what the British and allied military and naval forces in the Peninsula generally, he does not know. The British had generally a seventy-four, and sometimes a frigate, and one or two bomb vessels, and they had, occasionally, two or three brigs which rendezvoused at Cadiz. He does not recollect that the Spaniards had any armed vessels there.

Eighteenth. To the eighteenth he says: That as to the purchase and consumption of the cargo he has already answered. He says, resort was had to brokers, as the ordinary means of disposing of the cargoes, and not for the purpose of avoiding the appearance of selling to the enemy; that sometimes they required the broker to disclose his principal, and sometimes not, it depending upon the opinion entertained of his character.

Nineteenth. To the nineteenth interrogatory he saith: That he has already answered, as far as his knowledge extends, as to the matters inquired of in this interrogatory. The account current between his house and the supercargo has not been transmitted to the deponent, and he cannot, therefore, answer as to the manner in which the proceeds of the cargo were disposed of.

Twentieth. To the twentieth interrogatory he saith: He did not give himself, nor does he know that his house can give, by letter or otherwise, any intimation or advice to the shippers or owners, master or supercargo of the *Ariadne*, to obtain any license, or protection, or passport of any kind from the British government, or any of its officers, civil or military, for the purpose of protecting the *Ariadne*, or cargo, or any part thereof on said voyage, from capture or molestation by British cruisers; nor did he nor, to his knowledge, his house instruct or advise any of their American correspondents or friends to that effect.

Twenty-first. To the twenty-first he saith: Not to his recollection.

Twenty-second. To the twenty-second interrogatory he saith: That, previously to sailing for Cadiz, as before mentioned, in March, 1812, he agreed with Charles H. Hall to establish a commercial house at

Cadiz ; that said Hall is a native of Pomfret, in the State of Connecticut, and sailed from the United States with this deponent to Cadiz, where they established a mercantile house exclusively for the purpose of transacting commission business ; that the house continued until the 1st of May, 1814, when their partnership was dissolved ; after which Mr. Hall, some time in the fall of the year 1814, went to England, where he married, and afterwards returned to Cadiz, where he has since continued to reside ; that the house had no other partners during its continuance aforementioned.

Twenty-third. To the twenty-third he says : He has no knowledge of any arrivals at Cadiz for the particular purpose of supplying the British and allied armies.

Twenty-fourth. To the twenty-fourth he says : He does not know, except in a very trifling degree, of any supplies obtained from Cadiz by the British and allied armies. He recollects that a British commissary, on one occasion, purchased a few articles, but to an insignificant extent, which he supposes were for that purpose.

Twenty-fifth. To the twenty-fifth : He has none to annex, except copies of the account sales hereunto annexed.

Twenty-sixth. To the twenty-sixth interrogatory : He knows nothing further.

WILLIAM W. RUSSEL.

Examination taken, reduced to writing, and by the witness subscribed before us.

HENRY WHEATON,
WM. SLOSSON,
Commissioners.

And we, the said Henry Wheaton and William Slosson, the aforementioned commissioners, do hereby humbly certify to the said Supreme Court of the United States of America, that we did, on the fourteenth day of September instant, meet at the office of William Slosson, in the city of New York, for the purpose of executing the said commission, and then and there caused the said witness, William W. Russel, in the said commission named, to come before us ; and that before we acted or were present at the swearing or examining the said witness in the said cause, we reciprocally administered to each other the oath in that behalf, in and by the said commission prescribed and directed, and which oath was accordingly taken by us respectively ; and that thereafter, on the day and at the place last mentioned, and by adjournment on the sixteenth day of the said month, we diligently examined the said witness upon the direct and cross-interrogatories to the said commission annexed, on his corporal oath first taken before us, and caused his examinations to be reduced to writing by one of us, and also subscribed by the said witness and by ourselves, being the deposition and examination aforegoing.

In witness whereof, we have hereunto set our hands at the city of New York, this sixteenth day of September, in the year of our Lord one thousand eight hundred and sixteen.

HENRY WHEATON,
WM. SLOSSON,
Commissioners.

Account sales, charges, and net proceeds of 5,014½ barrels flour received per the ship *Ariadne*, A. Williams, master, from Philadelphia, for order of Mr. Samuel A. Frothingham, for account and risk of whom it may concern, viz:

1813.		Barrels.		
March	7	Sold on board to Felix Nonel	35..... at \$14 00	\$490 00
	13	..... do..... Serafin Alaix.....	16..... 14 00	224 00
	20	..... do..... J. Miser & Co	25..... 14 00	350 00
	20	..... do..... Bdo. de Castro.....	300..... 13 75	4,125 00
	23	..... do..... Martin Mullet.....	250..... 14 00	3,500 00
	25	..... do..... Domo. Perez, 2 mos. cr.	1,065..... 14 00	14,910 00
	25	..... do..... Anto. Suris	125..... 14 00	1,750 00
		1,816 sold on board.		
May	1	Delivered from store to M. Palacois.....	500..... 13 50	6,750 00
1814.				
February	20	..... do..... to the administrator of the cus- tom-house, to cover duties on 2,698½ barrels flour, at 18 rials.....	180..... 13 50	2,430 00
March	20	Sold to Galseran, on a credit of 2 and 3 months, duties paid.....	2,518½..... 12 00	30,222 00
		<u>5,014½</u>		<u>64,751 00</u>
		Amount sold on board.....	1,816	
		Amount landed.....	3,198½	
		<u>5,014½</u>		
CHARGES.				
		Paid custom-house papers.....	\$14 50	
		duties on 2,698½ barrels, at 18 rials per barrel.	2,428 65	
		lighterage on 3,198½ bbls., at 2½ rials per bbl..	399 80	
		landing 3,198½ bbls., piling.....	79 96	
		watching at Aguada, 10 days, at 30 rs.....	15 00	
		carriage 3,198½ barrels to stores, at 2½ rs. ...	399 80	
		cooperage going into store.....	79 97	
		idem coming out, and 12 barrels to start flour into	50 87	
		piling in store and delivering, at 1 rs.....	159 92	
		storage of 500 barrels, from March 12, 1813, to May, 1814, 2 months, at 1 rs. per barrel per barrel per month	50 00	
		storage 181 barrels from March 12, 1813, to February 20, 1814, is 11 months, at 1 rs. per barrel per month	98 00	
		storage 2,518½ barrels, from March 12, 1813, to March 20, 1814, 12 months, at 1 rs. per bbl. per month.....	1,511 10	
		Guarantee on \$45,132, at 2 per cent.....	902 64	
		Brokerage on \$64,751, at 1 per cent.....	647 51	
		Commission on \$64,751, at 2½ per cent.....	1,618 77	
				<u>8,462 49</u>
				<u>56,288 51</u>

Errors excepted.

CADIZ, March 20, 1814.

The above is a correct copy of the account forwarded to me by the late house of Hall & Russel.

WILLIAM W. RUSSEL.

I consent that, under the annexed commission, Mr. Hall be examined on the direct and cross-interrogatories thereto annexed, and the within cross-interrogatories to be of like effect as if he were named in the commission of December 23, 1816.

JOHN WOODWARD,
on the part of the Appellees.

SUPREME COURT OF THE UNITED STATES.

THE UNITED STATES, &c., appellees, *ads.* THE ARIADNE AND CARGO,
appellants.

Additional cross-interrogatories to be put to Hall to those already put to William W. Russel.

Interrogatory 25. Were you not a partner with William W. Russel during the late war between the United States of America and Great Britain, or some period thereof, or at some other time or times, and in what particulars, and to what extent?

Interrogatory 26. Were you not in Great Britain or some of her dependencies during the said war, or some, and if some, what periods thereof, and at what place or places?

Interrogatory 27. What were your occupations and objects when in Great Britain, or any of her dependencies, as referred to in the above twenty-sixth cross-interrogatory?

Interrogatory 28. Were you not in ports or places of Europe during the war last above referred unto; and if yea, in what ports or places, and at what times as to each port and place; in what trade or business during said periods, and in said several ports or places, were you concerned, either directly or indirectly; and with what countries, ports, or places was such trade or business carried on, and in what articles?

Interrogatory 29. Are you not now a partner with said William W. Russel?

WOODWARD, *Advocate, &c.*

Deposition of Charles H. Hall, a witness produced, sworn, and examined in a certain cause now depending in the Supreme Court of the United States of America, between appellants, claimants of a certain ship or vessel called Ariadne and her cargo, against the United States of America, and the officers and crew of the United States brig Argus, libellants, respondents, on the part of the appellants, by virtue of, and under the commission hereunto annexed, before us, Henry Wheaton and William Slosson, the commissioners therein named, upon the interrogatories to the said commission annexed, and the additional cross-interrogatories also annexed, and on the corporal oath of the said witness, first taken before us, as follows, to wit:

To the first interrogatory the deponent says: That he knew the ship Ariadne, which appeared by her papers to belong to Nathaniel

Goddard, of Boston, and which arrived at Cadiz in the winter of the years 1812 and 1813, and was consigned, after her arrival there, by Samuel M. Frothingham, the supercargo thereof, to the house of Wall & Russel, of that place, of which house this deponent was a partner; that, according to his recollection, Nathaniel Goddard and Samuel G. Perkins & Co., of Boston, were the principal shippers. There were some other shippers whose names he does not recollect. The deponent never was personally acquainted with them at all.

To the second interrogatory he says: In the first part of the year 1812 he resided in the city of New York, and he, together with William W. Russell, established a house at Cadiz in the spring of that year, under the firm of Wall & Russel, for the purpose of transacting the business of commission merchants. Deponent's occupation in New York was that of a general merchant.

To the third interrogatory the deponent says: That, at the time of establishing his house at Cadiz, the business between Cadiz and the United States was principally in the importation of provisions, and especially of breadstuffs, which, on occasion of the revolution and disturbances in Spain that had caused a great increase in the population of Cadiz, were required to a large extent. Cadiz, for two years previously to the 18th June, of that year, owing to the causes aforesaid, had required an increased supply of the articles aforesaid for its consumption; and the deponent's house contemplated a participation in that business, which was an inducement to their establishing themselves in that place.

To the fourth interrogatory he says: His house did receive consignments in breadstuffs, to a very large amount, prior to the news of the declaration of war reaching Cadiz. His house received consignments weekly, from the time of its establishment until the news of that event, and frequently several in the course of a week, which had been dispatched from the United States. They were in the habit of selling to Spaniards, and the sales were uniformly made through the agency of brokers. The names of the purchasers were always disclosed prior to the conclusion of the bargain.

To the fifth interrogatory he says: The ordinary population of Cadiz is about seventy thousand souls. It was augmented, in consequence of the disturbances in Spain, as he should judge, from three to four fold, and the population might be estimated from two hundred and fifty to three hundred thousand. The city of Cadiz, in times of peace, usually receives a pretty large supply from foreign places—the Archipelago, the Black sea, and the United States; some from the Baltic, and some from the coast of Barbary.

To the sixth interrogatory: The augmented population was supplied by increased importations from the United States and the Mediterranean, and some supplies also from England and Ireland. His house calculated that large supplies would be necessary from the United States for the subsistence of this increased population, and communicated to their correspondents in the United States that large supplies would be necessary, in consequence of this increased population and the interruption to the growth of grain in Spain, by reason of its military situation. He does not recollect, but he may have mentioned in his letters, as a further circumstance which would occasion a necessity for an increased

supply, the pressure of the armies in that part of Spain ; but in that remark alluded principally to the French army, which derived considerable supplies from Cadiz, they having an immense army opposite, and the British but a very inconsiderable one. Several of the large cities on the Peninsula were also, at that time, under the control or power of the French, and which derived considerable supplies from Cadiz indirectly.

To the seventh interrogatory : He does not recollect any particular correspondence with the shippers of the *Ariadne*, previous to that shipment, but presumes, as they were among the principal houses in Boston, general circulars were forwarded to them, among others, by his house, communicating the reasons, as above stated, of the necessity of large supplies at Cadiz. His papers, letter-books, &c., are in Cadiz, for which reason he cannot annex copies.

To the eighth interrogatory he says : He had no knowledge of the intended consignment by the *Ariadne*, or of the plan of the voyage, until after her arrival at Cadiz. After she arrived there, she was consigned, as he has already stated, by the supercargo, to his house, for the purpose of disposing of her cargo in the usual course of trade. His house received no communications from the owners, shippers, supercargo, or captain, or any agent, tending to show an intention to sell to the enemies of the United States, directly or indirectly, any part of the cargo of the *Ariadne*, or to furnish them with supplies.

To the ninth interrogatory he says : In disposing of the *Ariadne's* cargo, no regard whatever was had to the circumstance of the *Ariadne's* having a license.

To the tenth interrogatory : If the *Ariadne* had arrived in November, 1812, her cargo, as the course of their business then was, would have been sold in the same manner as it was afterwards disposed of. No part of it was sold to the enemies of the United States, but wholly sold to Spaniards. The sales were made to Spaniards, through brokers, for which his house received payment in specie. What the ultimate destination of it was he does not know.

To the eleventh interrogatory : He has already answered that the payment was in specie.

To the twelfth interrogatory he says : The *Ariadne* afterwards sailed from Cadiz to Boston with a cargo, he thinks, of salt.

To the thirteenth interrogatory he says : He has no reason to believe the cargo of the *Ariadne* was intended for the consumption and supply of the enemy, and he knows nothing to show that the intention of the owners, or others concerned in the cargo, was to furnish the enemy with supplies.

To the fourteenth interrogatory he says : That the siege of Cadiz, he thinks, commenced in 1809, and was finally raised in 1813, and the place was invested, he believes, during the whole time, though sometimes more rigorously pressed than at others. There were sometimes more and sometimes less English troops on shore there in aiding in the defence in 1812 ; perhaps from five to twelve thousand men. The number of Spanish troops was generally from twelve to twenty thousand. After the siege was raised by Marshal Soult, a very small force remained, he supposes about three thousand men, principally Spaniards. The siege was raised in the summer, of 1813. A few

British troops remained there a short time afterwards, and were then marched into the interior. Both the Spanish and English forces, after the siege was raised, went into the interior to join Lord Wellington. Lisbon was at all times the depot of the grand allied army, both before and after the raising of the siege, and Cadiz was notoriously not so. He does not know, any time before or after the siege, when the position of the British army was such that it could draw its supplies as conveniently from Cadiz as from Lisbon.

To the fifteenth interrogatory he says: That the British did not leave Cadiz till the year 1813, and when they left they did not leave any flour on the quays for sale, or if any, only to a very trifling amount.

Being examined upon the cross-interrogatories to the said commission annexed, the witness answering:

To the first cross-interrogatory says: That he is a native citizen of the United States; that he resided in New York in the year 1812, until the month of March, when he departed from there for Cadiz, where he arrived in April of that year, having established there the house of Hall & Russel, as he has already mentioned; that he remained at Cadiz until the autumn, and, he thinks, September, in the year 1814, and then went to France, where he remained between two and three months, and then proceeded to England, where he was at the time of the making of the treaty of Ghent, from whence he returned, in 1816, to Cadiz.

To the second cross-interrogatory he saith: He is not.

To the third cross-interrogatory he saith: He is not.

To the fourth cross-interrogatory he saith: That after the *Ariadne* arrived in Cadiz, as mentioned in the direct examination, her cargo was consigned to his house, as he has already mentioned in his answers to the direct interrogatories, which is the only relation he knows of between him and the shippers, owner and master and supercargo of that vessel.' He now has no relation or connexion in business with them at all.

To the fifth cross-interrogatory: He has no personal knowledge of any papers on board the *Ariadne*, except such as he saw, but he heard a rumor that she had sailed under a license.

To the sixth cross-interrogatory he says: That, from the circumstance that American vessels arriving at Cadiz after the declaration of war being generally furnished with licenses from the British government, or officers acting under it, and that being deemed a prudent measure of precaution, he believes the *Ariadne* was furnished with a license; but he has no recollection of being informed so by the supercargo or any person belonging to the vessel, nor can he say from whom he heard the rumor in that behalf mentioned in the last interrogatory. She might have arrived there without any license, and several American vessels did so arrive, and his belief is founded rather on the general practice at the time than on any facts or information relative to that vessel in particular.

To the seventh cross-interrogatory: He refers to his answer to the last interrogatory.

To the eighth cross-interrogatory: He neither shipped, nor ever contemplated shipping any property by the *Ariadne*.

To the ninth cross-interrogatory he says : No.

To the tenth cross-interrogatory he says : He has no reason to think or believe that the cargo of the Ariadne, or any part thereof, was intended to supply the British forces, or any part thereof, in Spain.

To the eleventh cross-interrogatory he says : That it did not enter into their calculations to supply the British army. They thought, and assigned in their communications to their correspondents in America, as one of the reasons of a probable demand for flour and breadstuffs, that the tumults in Spain would obstruct the growth of breadstuffs. His house never sold to the British, who were supplied through their commissariat at Lisbon, and declined purchasing of the merchants at Cadiz.

To the twelfth cross-interrogatory he says : The outward cargo was to be disposed of in the usual way, for the benefit of the owners. A return cargo could only be taken in salt, unless a license was obtained from the British minister at Cadiz, for the purpose, without being subject to capture by the British. The object for taking salt was not so much for the purpose of a cargo as to serve as ballast for the vessel on her return voyage.

To the thirteenth he says : He knows nothing.

To the fourteenth he says : He knows nothing.

To the fifteenth he says : He knows nothing.

To the sixteenth he says : He believes the major part of the American vessels arriving at Cadiz were supplied with licences, and that it was deemed a prudent precaution against capture.

To the seventeenth he says : He has already stated the probable number of the British military land forces at or near Cadiz during the period alluded to in his answers to the direct interrogatories. He has not the means of calculating the actual force of the British in Spain generally. As to their naval force at Cadiz, it generally consisted of from six to ten vessels-of-war, of every description.

To the eighteenth he says : The actual purchasers were Spaniards, and he presumes also the consumers ; that brokers were not resorted to to avoid responsibility of selling to the British, or for concealing an indirect communication with them.

To the nineteenth he says : The avails of the Ariadne's cargo were paid to the supercargo, and were invested by him in whole or in part in bills on England ; but the deponent has not at hand the means of ascertaining what bills in particular.

To the twentieth he says : He never advised or instructed any persons whatever to obtain a license, to his recollection or belief.

To the twenty-first he says : He advised shipments for the reasons particularly in that behalf mentioned in his answers to the direct interrogatories ; he never recommended or advised any shipments, to his recollection, for the supply of the British forces.

To the twenty-second he says : That his only partner was William W. Russel, who is a native American citizen, and went with him from the United States for the purpose of establishing a house at Cadiz, and who was not in England, but was during a part of the time at Gibraltar. He did no business at Gibraltar in breadstuffs, and the principal reason of his being at Gibraltar was to attend to cases of

captures, which were frequently made, and rendered it necessary to have an agent there. Mr. Russel returned from Spain direct to the United States.

To the twenty-third he says: No American vessels arrived at Cadiz with supplies for the British or allied armies.

To the twenty-fourth: He knows nothing further than he has already deposed.

To the twenty-fifth: His papers are all at Cadiz, and he cannot therefore annex copies.

To the twenty-sixth: He recollects nothing further than he has already stated.

To the additional twenty-fifth cross-interrogatory he says: His partnership continued with Mr. Russel until May, 1814. The other parts of this question have been answered.

To the additional twenty-sixth cross-interrogatory: He has already answered in the first cross-interrogatory.

To the twenty-seventh cross-interrogatory he says: The objects he had in view in going to England and while there were of a private nature, not connected with mercantile or political concerns.

To the twenty-eighth cross-interrogatory he says: That the only place at which he carried on trade during the war was at Cadiz. The remainder of this question has been answered.

To the twenty-ninth and last he says: He is not.

CHARLES H. HALL.

Direct and cross-examination taken, reduced to writing, and by the witness subscribed and sworn to before us.

HENRY WHEATON,
WM. SLOSSON,

Commissioners.

And we, the said Henry Wheaton and William Slosson, the aforementioned commissioners, do further certify, that at subsequent day, to wit: on the eleventh and thirteenth days of January, instant, at the request of the counsel for the appellants and by and with the consent of the counsel for the appellees, which consent is hereunto annexed, we further caused to come before us Charles H. Hall, the aforementioned witness, and that we thereupon diligently examined the said Charles H. Hall (under and by virtue of the said commission and such request and consent as aforesaid) upon the direct and cross-interrogatories thereto annexed, and the additional cross-interrogatories thereto annexed; such additional cross-interrogatories being furnished to us by the counsel of the appellees, or respondents, from the taking of the examination of the said William W. Russel, on the corporal oath of the said Charles H. Hall, first taken before us, and caused his examination to be reduced to writing by one of us, and also subscribed by the said witness and ourselves, being the deposition and examination aforesaid.

In witness whereof we have hereunto set our hands at the city of New York this thirteenth day of January, in the year of our Lord one thousand eight hundred and seventeen.

HENRY WHEATON,
WM. SLOSSON.

UNITED STATES OF AMERICA, }
Massachusetts District. } ss.

The circuit court of the United States for the first circuit, begun and holden at Boston, within and for the Massachusetts district, on Tuesday, the fifteenth day of October, in the year of our Lord one thousand eight hundred and sixteen, to Daniel Davis, of Boston, in the district of Massachusetts, esquire, and Charles P. Curtis, of said Boston, esquire, or to either of them:

Know ye, that reposing confidence in your wisdom, prudence and fidelity, we have appointed, and by these presents do authorize and empower you to take the answers, *de bene esse*, to the interrogatories hereunto annexed, of such witnesses as the libellants hereinafter named may desire, to be used in a certain cause now pending in the Supreme Court of the United States, wherein the United States and the officers and crew of the United States brig-of-war Argus are libellants against the ship Ariadne and cargo, and Nathaniel Goddard and others are claimants and appellants; and to this end, at certain days to be by you appointed for that purpose, to cause any witnesses as aforesaid to come before you, and each witness when present before you to examine carefully, on oath, touching the premises; and when you shall have taken the examination as aforesaid, to reduce or cause the same to be reduced to writing, and to be subscribed by each of said witnesses in your presence; and the same, so taken and subscribed, to return, together with this commission and your doings herein, enclosed, sealed, and directed to the chief justice and the associate justices of the Supreme Court of the United States, to be holden at Washington, being the present seat of the national government, on the first Monday of February next.

In testimony whereof, we have caused the seal of said circuit court [L. S.] to be hereunto annexed. Witness, the honorable John Marshall, at Boston, this fourteenth day of January, in the year of our Lord one thousand eight hundred and seventeen.

JNO. W. DAVIS,
Clerk.

UNITED STATES OF AMERICA.

SUPREME COURT OF THE UNITED STATES.

THE UNITED STATES AND THE OFFICERS OF THE UNITED STATES BRIG-OF-WAR
 ARGUS, Appellees,
ads.

THE ARIADNE AND CARGO, Appellants.

Interrogatories to be put to ————, a witness on the part of the appellees, on the order of further proof in this cause.

Interrogatory first. What do you know of the voyage and cargo of the Ariadne, from Alexandria to Cadiz, in about September, one

thousand eight hundred and twelve, upon which voyage and with which cargo the Ariadne was captured and brought into Philadelphia, about December of the same year, by the United States brig-of-war Argus, and what do you know or have you understood as to the said voyage and cargo, as to the commander, navigators, passengers, owners and shippers thereof?

Interrogatory second. What was the true destination of the Ariadne and cargo, or any part thereof, upon said voyage? Was it to Cadiz, or to any other port or place, and if yea, to what port or place?

Interrogatory third. What do you know, or have you in anywise understood and how have you so understood as to the papers, instructions or documents of any kind or description on board of the said vessel, called the Ariadne, or elsewhere, touching or in anywise concerning or connected with said voyage or cargo, and more particularly set forth; and explain what you know or in anywise have understood, and how you have so understood, as to any bills of lading or invoices, license or licenses, passport or passports, letters of credit or safe conduct or of special favor or address of any kind or description whatsoever, on board of said Ariadne or elsewhere, touching or concerning said voyage or cargo or any part thereof, or of the return voyage or cargo or any part thereof; and if you know or have understood anything touching said documents or papers, state how the same were severally obtained, by whom obtained, by whom signed, by whose agency or brokerage procured, what was paid for the same and by whom, or who were charged or in anywise held liable or responsible in part or in whole for the same; answer to all and each of the above points as far as you know and understand, by dates and all other modes of description in like manner as you would answer were the said papers or documents, license or licenses, passports or passport, letters or letter, particularly presented to you for identifying the same, and to all other points touching the same, although not on the face or letter thereof, as fully and particularly as if you were specially and at large interrogated to each point?

Interrogatory fourth. Do you know or have you understood any matter or thing, and if yea, what matter or thing, as to any verbal instructions, or if not verbal, any indirect or constructive or conditional instructions by any person whomsoever, touching or in anywise connected with the said voyage or cargo, or the ownership or destination of all or any part thereof to any person or persons whomsoever, or at any time whatsoever; if yea, state what you do know particularly and at large?

Interrogatory fifth. Was it or was it not expected, understood or believed by the captain, supercargo or owners or shippers of the said cargo or of some of them, or if yea, by whom, or some person concerned in the same, that the ultimate use or consumption of the bread-stuffs or other parts of the said cargo would be by the British or allied armies at Spain or Portugal, have you heard at any time either of the persons above described say or intimate anything whatever on that point, or having that tendency; and if yea, what have you heard any or either of them say or intimate; or if they or either of them

have or hath done or had knowledge of any act or acts importing the same, state such act or acts, so far as you know or understand?

Interrogatory sixth. Do you know, or have you understood, and how have you so understood, of any money or other thing paid or to be paid, or in anywise soever accorded to any person or persons whomsoever, and to whom, and by any person or persons whomsoever, and by whom, or any bill or bills of exchange or otherwise, drawn or to be drawn by and to any person or persons whomsoever, and by or to whom for or on account of any license or licenses, passport or passports, letter or letters of protection, safe conduct, favor, or address, in anywise touching the said Ariadne, and her said voyage and cargo, or any part thereof, or on account of the same, or the protection or further security of the same or any part thereof; if yea, state what you do know of the same, and set out and describe each transaction particularly, setting forth dates, sums, and the persons on each side concerned, and their, and each of their national character, residence, domicile, and occupation, so far forth as you may know or have understood the same.

Interrogatory seventh. If you know or have understood any other matter or thing not specially interrogated touching, or in anywise concerning the premises, state the same; state and describe the same fully and particularly, and in the same manner as if the same were fully and at large interrogated?

JOHN WOODWARD,
Advocate for the Appellees.

Hon. DANIEL DAVIS, *Commissioner.*

Filed by G. Sullivan in behalf of Mr. Woodward, January 1, 1817.

UNITED STATES OF AMERICA.

SUPREME COURT OF THE UNITED STATES.

IN THE CASE OF THE UNITED STATES BRIG-OF-WAR ARGUS, Appellees,
AGAINST THE ARIADNE AND CARGO, Appellants.

*Cross-interrogatories to be put to a witness on the part of the appellees
on the order of further proof.*

Cross-interrogatory first. Do you know the claimants and appellants in this case?

Cross-interrogatory second. Were you informed of their design or plan in the voyage mentioned in the first interrogatory, at or about the time said vessel was fitting and loading therefor, or at any other time before or since? if yea, was it, as you know, or for any reason and what, believe, the intention, plan, design, or expectation of said owners to supply the British, or allied army, in Spain or Portugal, with flour or breadstuffs, or to trade with the enemy of the United States; state what you know hereon; state particularly if you do not

know, and have reason to believe, that the said owners and shippers were sincerely anxious and desirous to conform in all respects in planning and prosecuting said voyage to the laws of the United States; were they not careful upon principle, and regard to their characters, to avoid even the appearance or imputation of such intercourse with the enemy?

Cross-interrogatory third. Were not all the bills of lading, and all other papers put on board said ship, true and genuine, and not simulated; how were licenses or passports commonly obtained in the month of August, 1812; were they not easily obtained from brokers and others like any other object of merchandise, and like such publicly and notoriously offered for sale; might not any persons obtain them, paying therefor, to the holders or sellers of them; did not you sell and dispose of such as of any other article of merchandise; were there not a great many, and how many, offered for sale, and sold in the year 1812, as you know, or for any reason believe; and was it not a fact of great notoriety to all the good citizens of the United States in the place where you reside, and in all the principal seaports of the United States, that such passports might be readily had and obtained; was there any limitation of the sale of them to persons who were deemed friendly to the British government; or was there, as you know, any discrimination of this sort in the disposal of them; was there, as you know, any direct or indirect agreement or obligation, implied or in any way understood, that the vessels, or persons on board vessels carrying such passports, should conduct themselves in any respect differently, by reason of such possession or use of said passport, towards the enemy of the United States, to succor, aid, and comfort him in any way; were they not sometimes obtained merely to evade the cruisers of the enemy in the prosecution of voyages unquestionably lawful and wholly disconnected with the enemy, and without intention ever of going to the ports or places designated in the passport?

Cross-interrogatory fourth. Was it not notorious at Boston, in July and August, of 1812, that the city of Cadiz was closely invested by land; that the population of Andalusia and the neighboring provinces had fled before the French into Cadiz, and that its population had been nearly doubled in numbers; was it not then understood and generally believed in said Boston that the population of said city amounted to two hundred thousand inhabitants, or more; and was it not deemed a promising enterprise to send out to Cadiz flour and breadstuffs for the consumption of its inhabitants if vessels could go there without risk of capture; and were there not large quantities of them exported from Boston to Cadiz expressly with this design, and without intention to trade with or supply the enemy, as you know or believe?

Cross-interrogatory fifth. In the fifth interrogatory, you are asked to state what you have heard the captain, supercargo, and owners, or other persons say respecting the design of said voyage, and their intention to trade with or supply the enemy; please to state also what you have heard them, or any of them, say to the contrary, and whether you have not always understood from them that they never had

any such intention, but on the contrary their object and expectation in said voyage was to make a profit by trading only with the inhabitants of Cadiz, and that they had no idea or intention or expectation of selling their cargo, or any part thereof, to the enemy, or for the enemy's use or consumption; and state further if you have not heard the said owners and shippers of the *Ariadne* say that they had endeavored carefully to ascertain if they might lawfully avail of an enemy's passport to evade his cruisers, before they determined upon said voyage, and that the same was finally adopted and pursued only after having all doubts herein fully satisfied, and under conviction that they might lawfully possess such an enemy's passport for the purpose aforesaid?

Cross-interrogatory sixth. Was it not usual in August, 1812, for purchasers to stipulate with the sellers of licenses or passports, to pay them in the event that the license should prove a valid protection; was there not in August, 1812, great doubt prevailing of their sufficiency to protect property; and did not merchants fitting out vessels with breadstuffs for Cadiz rely much for safety of their property on the expectation and belief that the British, from humanity, would permit the necessaries of life to be carried in American vessels to the suffering inhabitants of Cadiz; and was it not notorious and generally believed, that without supplies from this country those inhabitants would suffer from want and famine?

Cross-interrogatory seventh. Will you state any other matter, act, or thing in relation to this case which may tend to show that the said voyage was undertaken, and a passport obtained, without any intention of supplying the British, or allied army in Spain or Portugal, or of trading with the enemy of the United States, as far as you know, or for any reason believe; and herein state all you know as if thereto particularly interrogated?

Filed by

GEORGE SULLIVAN,

Attorney for the Claimants and Appellants.

Filed in the clerk's office, January 1, 1817.

Attest:

JNO. W. DAVIS, *Clerk.*

A true copy of the interrogatories filed.

Attest:

JNO. W. DAVIS, *Clerk.*

Depositions of witnesses produced, sworn, and examined on this twenty-ninth day of January, in the year of our Lord eighteen hundred and fourteen, by virtue of a commission issued out of the circuit court of the United States for the first circuit, to us directed, for the examination of certain witnesses in a cause now pending in the Supreme Court of the United States, wherein the United States and the officers and crew of the United States brig-of-war *Argus* are

libellants, against the ship *Ariadne* and cargo, and Nathaniel Goddard and others are claimants and appellants, on the part and behalf of the libellants, as follows, to wit:

The answers of Cornelius Coolidge, of Boston, to interrogatories annexed to this commission, and put to him on the part of the libellants, in the title of these depositions named :

1. To the first interrogatory he answers: That he knew the *Ariadne* was laden at Alexandria the autumn of the year eighteen hundred and twelve with a cargo for Cadiz, and understood that she was afterwards captured and carried into Philadelphia; he knew from the owner, Mr. Nathaniel Goddard, that she was bound to Cadiz, but has no knowledge on the subject from the master, shippers, navigators, passengers, or freighters.

2. To the second interrogatory he answers: That he understood from the owner, and verily believes, that the *Ariadne* was bound directly to Cadiz, and that no other port or place was contemplated; he has no other knowledge concerning it.

3. To the third interrogatory he answers: That he understood the *Ariadne* was laden in part by the owner of the ship, and filled up by others on freight, but he does not know what quantity she had on board, nor has he ever seen the invoices or bills of lading; he has heard it asserted that she had on board a certain paper commonly called "an Allen & Sawyer's license," and thinks he has seen it so stated in the newspapers; he thinks that if such paper was on board, it was procured by the owner of the ship, as that was the usual course in such voyages; such documents were easily obtained by any person disposed to employ them, and the use of them was considered innocent and lawful in the prosecution of a voyage to a neutral port; the deponent always so considered them until a law of Congress was passed prohibiting the use of licenses or passes of any kind.

4. To the fourth interrogatory he answers: That, in several conversations with Mr. Goddard, he well remembers Mr. Goddard told him the *Ariadne* was bound to Cadiz directly, and he thinks he was informed, also, that the supercargo of the *Ariadne* was ordered or instructed to value on the house of Hall & Russel of that place; but he knows nothing more particular on the subject.

5. To the fifth interrogatory he answers: That he does not know what expectations were entertained by the master, supercargo, or shippers of the *Ariadne*, having never conversed with them, or either of them, on the subject; but he is fully satisfied that the owner, Nathaniel Goddard, esq., had no expectation or belief but that the cargo of the *Ariadne* would be sold to, and consumed by, the suffering inhabitants of Cadiz; he has frequently heard Mr. Goddard say, that the value of his ship would not induce him to undertake an illegal voyage.

6. To the sixth interrogatory he answers: That he has known money, notes of hand, and bills of exchange to be given and paid for licenses; that he has sold them himself in various instances, but always on his own account; that he never knew anything to be paid by the owner, shippers, supercargo, or master of the *Ariadne*, or any person in their

behalf, for any license, passport, or other document referred to in said interrogatory, for said ship and cargo, either in cash, or by note or notes of hand, bill or bills of exchange, or otherwise.

7. To the seventh interrogatory he answers: That not being in any way interested in the Ariadne or her cargo, he can say nothing further or more particular respecting the said voyage than is already stated in the foregoing answers.

CORNELIUS COOLIDGE.

The answers of the said Cornelius Coolidge to the cross interrogatories annexed to this commission, put to him on the part of the claimants and appellants, in the title of these depositions named:

1. To the first cross-interrogatory he answers: That he knows Nathaniel Goddard, one of the claimants, and probably all of them, but cannot say positively, never having seen the freight list of the Ariadne.

2. To the second cross-interrogatory he answers: That he was informed at the time that the Ariadne was fitting for a voyage to Cadiz, and he knows from observation that the owner of the ship was scrupulously particular in planning and prosecuting said voyage to conform to the laws of the United States in every respect; he does not believe that there was any intention, design or expectation in the prosecution of said voyage, other than that of supplying the inhabitants of Cadiz.

3. To the third cross-interrogatory he answers: That he knew nothing about the invoices, bills of lading, or other papers of the Ariadne; that he knows of no motive which could induce the concerned to make use of simulated papers. Passports or licenses, so called, were sold commonly and generally in the autumn of the year 1812, and there was no difficulty in procuring them; that he sold many himself, and it was considered as innocent to deal in them as in any other merchandise. It was, as he believes, universally understood in Boston and the other seaports that documents or papers of the above description might be easily obtained; but there was no engagement, as far as he knew, express or implied, that the vessels or persons employing such documents should conduct themselves in any way differently towards the enemy of the United States, in consequence of their having such documents or papers. They were sold to any and all persons who chose to buy them, and he recollects having in several instances sold them to persons who were very inveterate to the British government, and who were as ready to make use of them as those of an opposite way of thinking. They were also often used, as the deponent knows, in order to deceive the enemy, and for no other purpose, on board vessels bound to places not mentioned in the license.

4. To the fourth cross-interrogatory he answers: That it was understood in Boston that while the city of Cadiz was invested by the French, in 1812, much of the population of the neighboring country had fled to that city for safety; that flour and other produce main-

tained high prices in consequence, and offered great inducements to adventurers from this country ; that these considerations induced him, the deponent, to despatch several vessels to Cadiz with flour and breadstuffs, which were sold by the American consul or the house of Widow Roberts & Co., (an ancient Spanish house,) to the inhabitants ; and he has also understood from the masters of his vessels that flour was sometimes purchased from vessels in the bay of Cadiz, to be carried to places then occupied by the French.

5. To the fifth cross-interrogatory he answers : That he never heard any person engaged in the voyage of the *Ariadne* speak on the subject, except Mr. Goddard, the owner of the ship. From him he always understood that the voyage was projected and prosecuted with the uniform intention of disposing of the cargo to the inhabitants of Spain, and Cadiz particularly, without any design of trading with or assisting the then enemy of the United States ; that he, nor any one concerned, would not be interested in said voyage unless it could be conducted without contravening the laws, and that they had undertaken the enterprise without the smallest doubt of its legality.

6. To the sixth cross-interrogatory he answers : That the purchasers of licenses, at the period alluded to, commonly agreed to pay therefor in the event of the same answering the purpose ; but much doubt was then entertained of their sufficiency to protect the vessels and cargoes which had them. There was a strong belief prevailing at that time that the humanity of the British government would suffer supplies for the inhabitants of Cadiz to pass unmolested.

7. To the seventh cross-interrogatory he answers : That he can state nothing further in relation to said voyage, or the motives or intentions of the concerned therein, than he has already given in the foregoing answers.

CORNELIUS COOLIDGE.

The answers of Francis J. Oliver, of said Boston, to the interrogatories annexed to this commission, put to him on behalf of the libelants in the title of these depositions named :

1. To the first interrogatory he answers : That he knows nothing, never having conversed with any or either of the persons mentioned in said interrogatory on the subject, except as hereinafter stated in his answer to the fifth cross-interrogatory.

2. To the second interrogatory he answers: That he knows nothing.

3. To the third interrogatory he answers : That he understood from common report, at the period alluded to in said interrogatory, that the *Ariadne* had on board a license or paper of that sort ; but he knows nothing particular, or of his own knowledge, on the subject matter of this or any other point or question in said interrogatory.

4. To the fourth interrogatory he answers : That he knows nothing of the subject matter of said interrogatory.

5. To the fifth interrogatory he answers : That he neither knows, nor has he understood anything on the subject thereof, for the same reason assigned in his answer to the first interrogatory.

6. To the first interrogatory he answers : That he knows nothing.
7. To the seventh interrogatory he answers : That having no interest direct or indirect in the Ariadne, or voyage, or cargo, he does not remember any circumstances whatever thereto relating.

FRANCIS J. OLIVER.

The answers of the said Oliver to the cross-interrogatories annexed to this commission, and put to him on the part of the claimants and appellants in the title of their depositions named :

1. To the first cross-interrogatory he answers : That he knows Mr. Goddard, one of the claimants, but does not know the names of the others, though if the same were named to him, he thinks he should probably answer that he knows them.

2. To the second cross-interrogatory he answers : That he never received any information from the concerned relative to said voyage ; that he has no reason to believe that the said cargo was destined to supply the then enemy of the United States, or her allies, and that from the high respectability of Mr. Goddard as a man of integrity and honor, he does not believe the said Goddard would intentionally violate any of the laws of his country.

3. To the third cross-interrogatory he answers : That he never saw either or any of the papers belonging to the Ariadne at that or any other period, and knows nothing about them ; that licenses or papers of that description were, at the period alluded to, an article of traffic, and publicly bought and sold in the market, and that such traffic was notorious and familiar to all persons, merchants and others. He never knew that the sale of the said papers was confined to any class or description of persons whatever, or that any particular mode of conduct in relation to the enemy was to be observed by vessels or persons sailing with such documents ; that any person could procure said papers who chose so to do and were able to pay for them ; that it is his belief that vessels frequently carry licenses in order to deceive the enemy, upon voyages well understood to be legal ; that he never sold any licenses or papers of that sort, and was never concerned in the sales thereof, made by his partner Mr. Cornelius Coolidge ; such traffic being entirely distinct from the copartnership transactions.

4. To the fourth cross-interrogatory he answers : That it was well known in Boston that the city of Cadiz was invested by the French, and the population thereof greatly increased by such circumstance about the time alluded to in said cross-interrogatory ; but he is unable to particularise the months of July and August ; that shipments of flour and breadstuffs were considered as offering great profits to the adventurers ; that a number of vessels so laden sailed from Boston about that time bound to Cadiz and Lisbon, the owners of which, as he believes, had no intentions to trade or deal with the enemy.

5. To the fifth cross-interrogatory he answers : That he never had any conversation with any person concerned in the Ariadne, her voyage, or cargo, till very recently, respecting the same. Within a few days past he conversed with Mr. Goddard on the subject, when he de-

clared that the voyage of the *Ariadne* was perfectly fair and undertaken without any improper intentions whatever. As to the latter clauses of the said cross-interrogatory, he knows nothing.

6. To the sixth cross-interrogatory he answers: That in consequence of the doubts entertained by adventurers as to the competency of that class of licenses called "Sawyer's licenses," to protect vessels and cargoes sailing with them, the purchasers of such documents usually stipulated to pay therefor, if the same should, on trial, prove a sufficient protection. It was believed at the period alluded to that the inhabitants of Cadiz would suffer from want, unless supplies were furnished from this country.

7. To the seventh cross-interrogatory he answers: That he knows nothing more than is hereinbefore stated; but he verily believes that Mr. Goddard never entertained the design or intention imputed to him in the foregoing interrogatories.

FRANCIS J. OLIVER.

Fees for executing this commission, \$40.

UNITED STATES OF AMERICA, }
Massachusetts district. } ss.

The circuit court of the United States for the first circuit, begun and holden at Boston, within and for the Massachusetts district, on Tuesday, the fifteenth day of October, in the year of our Lord one thousand eight hundred and sixteen.

To Daniel Davis and Charles P. Curtis, of Boston, in the district of Massachusetts, esquires, or to either of them:

Know ye that, reposing confidence in your wisdom, prudence, and fidelity, we have appointed, and by these presents do authorize and empower you to take the answers to the interrogatories hereunto annexed, *de bene esse*, of Samuel M. Frothingham, a witness in behalf of the claimants hereinafter named, to be used in a certain cause now pending in the Supreme Court of the United States, wherein the United States of America are libellants against the ship *Ariadne* and cargo, and Nathaniel Goddard and others are claimants and appellants; and to this end at certain days to be by you appointed for that purpose, to cause the said Samuel to come before you; and the said Samuel, when present before you, to examine carefully on oath touching the premises. And when you shall have taken the examination as aforesaid, to reduce, or cause the same to be reduced to writing, and to be subscribed by said Samuel in your presence; and the same, so taken and subscribed, to return together with this commission and your doings herein enclosed, sealed, and directed to the chief justice and the associate justices of the Supreme Court of the United States, to be holden

at Washington, being the present seat of the national government, on the first Monday of February next.

In testimony whereof, we have caused the seal of said circuit court to be hereunto annexed. Witness the Hon. John Marshall, at [L. s.] Boston, this twenty-fourth day of January, in the year of our Lord, one thousand eight hundred and seventeen.

W. S. SHAW, *Clerk.*

UNITED STATES OF AMERICA.

In the case of the United States vs. Ship Ariadne, Nathaniel Goddard, and all claimants and appellants.

SUPREME COURT UNITED STATES, }
February term, 1817. } ss.

Interrogatories to be put on behalf of the claimants and appellants to Samuel M. Frothingham, a witness produced by them :

Interrogatory first. Do you know the claimants and appellants; and how long have you known them?

Interrogatory second. Were you employed by them as supercargo of the ship Ariadne, Williams, master, on her voyage from Philadelphia to Cadiz, in December, 1812, and when you were so employed?

Interrogatory third. Did she sail from Philadelphia for Cadiz with the same papers, bills of lading and instructions as were on board or were given for her voyage from Alexandria, and with which she sailed from that port in September preceding; annex hereto all the papers which you have, in any way pertaining to said voyage, and as to those which you have not, will you state where the same are, or how and when they were put out of your possession?

Interrogatory fourth. What were your instructions from said appellants; were they all in writing or verbal; please annex all those which were in writing, and state all such as were verbal particularly?

Interrogatory fifth. To what houses were you to apply in Cadiz for aid and advice in disposing of said cargo; of what nation were they, and were any of them English agents or employed by the enemy to purchase provisions for his use or that of his allies?

Interrogatory sixth. Did you proceed to said Cadiz; when did you arrive there, and to whom was the cargo of said vessel sold, and what was the ultimate appropriation of the proceeds; state particularly all the acts, matters and things, what you know in relation to the intended and actual disposition of said cargo and proceeds thereof?

Interrogatory seventh. Was the same course, as far as you know, or for any reason believe, pursued in relation to the disposal and ultimate appropriation of the same as would have been pursued if she had proceeded without interruption or capture on her voyage from Alexandria as aforesaid; and however that may be, please to state all that was done with said cargo and proceeds as far as you know or for any reason believe?

Interrogatory eighth. Was any of said cargo sold as you know,

with the intention that the same should come to the use or consumption of the enemy of the United States or allied army of said enemy?

Interrogatory ninth. Do you know what were the original designs or expectation of the claimants and appellants in relation to the disposal of said cargo; was it or was it not to trade with the enemy of the United States or to furnish him or the army of his allies with supplies of provisions?

Interrogatory tenth. Did said vessel pursue her voyage with any passport from the enemy; and if yea, will you annex the same, or state its nature, if not in your possession or within your power to obtain the same; and if not in your power to obtain the same, state the reason why such passport or passports is, or are not in your power or possession?

Interrogatory eleventh. Was or not the appellants, as you know, careful and desirous to observe the laws of the United States in respect to intercourse with the enemy, and desirous in principle to avoid every infraction of any of said laws, the violation of the proper duties of citizens?

Interrogatory twelfth. Do you know any other act, matter, or thing, which may tend to show and prove the innocence of the claimants' intentions in planning the original voyage of the said vessel, and fitting her out therefor; if yea, state the same fully, as if thereto particularly interrogated?

Filed by

GEO. SULLIVAN,

Proctor and Attorney for claimants and appellants.

Filed in the Clerk's office, this 19th December, 1816.

Attest:

J. W. DAVIS, *Clerk.*

SUPREME COURT OF THE UNITED STATES.

THE UNITED STATES AND THE OFFICERS, &c., OF THE UNITED STATES BRIG-OF-WAR ARGUS, Appellees,
ads.

THE SHIP ARIADNE AND CARGO, Appellants.

Cross-interrogatories by the appellees to be put to _____, a witness on the part of the appellants:

Interrogatory first. Are you a citizen of the United States, and where did you reside at the time the facts mentioned in your answers to the direct interrogations took place; and where was your domicile during the late war between Great Britain and the United States, or any period thereof?

Interrogatory second. Are you interested in the above entitled cause, directly or indirectly?

Interrogatory third. Are you to be gainer or loser by the event of said cause?

Interrogatory fourth. How did you at the above period, or do you stand related in interest or business with the captain or owners of the

Ariadne or the shippers or any of them in the voyage alluded to in the direct interrogatories, or were you consignee as to said voyage or otherwise?

Interrogatory fifth. Did you know, or had you cause to believe that more papers were on board the Ariadne than you had personally inspected, or of the contents of which you had been apprised?

Interrogatory sixth. Do you not believe that the Ariadne, on the voyage to which the direct interrogatories apply, had a license, passport, or protection of some kind on board, either from Great Britain or some person authorized or pretending to be authorized by Great Britain; or if you have heard to this effect, state from whom?

Interrogatory seventh. Did you not believe that the Ariadne had papers on board of some kind which would have protected her, or have led to her protection in the event of her meeting British cruisers, on the voyage above referred to?

Interrogatory eighth. Would you have entrusted your property on board had you not been of opinion that the Ariadne would pass on her voyage without capture by British cruisers in case she were met by them?

Interrogatory ninth. Did not the captain or supercargo, or some other person, by words or writing, or by some other means, induce you to believe; or represent to you, that the Ariadne had a paper or papers on board which would protect her from British capture?

Interrogatory tenth. Did you not understand, or do you not believe, that the cargo of the Ariadne, or part thereof, was intended to supply the British forces in Spain or Portugal or some other place?

Interrogatory eleventh. Was it not your expectation that the British forces in Spain or Portugal would be the cause of producing a good price and easy sale of said cargo or part thereof?

Interrogatory twelfth. How was the said cargo to be disposed of, and of what was the return cargo to consist?

Interrogatory thirteenth. Do you know or do you not know of any correspondence with Allen, the person acting or who has acted as British consul at Boston, or any agent or pretended agent of Great Britain, and any person connected with the Ariadne or her cargo, respecting the said voyage of the Ariadne, or her cargo, or her return voyage; and, if so, what was this correspondence? Was it in words, or by letter, or the signing of any paper or papers, by the said Allen or any person concerned or connected with said vessel and cargo, or the owners or persons concerned with the same?

Interrogatory fourteenth. Do you or do you not know of any money paid by any person concerned or in anywise interested or connected in said voyage, vessel, or cargo, to the said Allen, as consul or otherwise, or any other person as consul or agent, or acting as consul or agent for the British government; or have you heard or been led to understand that such was the case, and how have you so learned or understood?

Interrogatory fifteenth. Do you know of any bill or bills drawn in favor of the British government, or a British subject, or any person whomsoever in Great Britain or its dependencies, directly or indirectly, to benefit the said government or any such subjects, by any person or persons whomsoever, in consequence of, or in compensation or consid-

eration of, any license, passports, or other papers signed or authorized by or of any acts done or to be done, or of any assurances or promises made by the said Allen or any other person authorized or pretending to be authorized by the British government, or acting for that government, touching the said voyage, vessel, or cargo, or in anywise connected with the same, on her return voyage or cargo; or if you do not know the above circumstances or any part thereof, have you cause to believe that they or any of them took place?

Interrogatory sixteenth. Do you, or do you not, know, believe, or understand, that, at or about the time alluded to in the direct interrogatories, the whole, or the generality, or some of the vessels which arrived in Spain or Portugal from the United States of America were supplied with British licenses, passports, or protections, and was it not conceived good policy to have them so supplied?

Interrogatory seventeenth. What was the probable number and strength of the British and allied military and naval forces at and near Cadiz, and in Spain and Portugal generally, at the times alluded to in the direct interrogatories?

Interrogatory eighteenth. Who do you know or believe were the real purchasers or actual consignees of the cargo of the Ariadne, or any part thereof, which arrived at Cadiz, or as the place may be, on her voyage from the United States, as alluded to in the answers to the direct interrogatories; and did you not dispose of the same, and were not brokers or other agents or nominal vendees resorted to in respect to said cargo or cargoes generally from the United States to avoid the direct responsibility of selling to the British or allied armies or navy, or the appearance of a communication with either?

Interrogatory nineteenth. How were the avails of the cargo of the Ariadne, and every part thereof, disposed of or appropriated on the voyage above alluded to in Spain or Portugal, and if any bill or bills of exchange were purchased by any person in any transaction touching said cargo, describe said bills; on what country, by whom, and in whose favor, were they drawn?

Interrogatory twentieth. Did you, or did you not, by letter or otherwise, intimate to or advise the shippers or owners, master or supercargo, of the Ariadne and cargo, in the voyage above alluded to, to obtain in any manner whatsoever a license, protection, or passport, of any kind soever as from the British government or any of its officers, civil or military, for the purpose of protecting the Ariadne or cargo, or any part thereof, on her said voyage, from capture or molestation from British cruisers, or were you in the habit of instructing or advising, or did you instruct or advise, any of your American correspondents or acquaintances to this effect?

Interrogatory twenty-first. Did you, in any letter or letters or communications to the United States, in any way recommend the shipment of provisions or other articles for the supply of the British or allied armies or navy in Spain or Portugal; and, if so, when and how and to whom did you give or send such advice, or did you not send or give an opinion to any person connected in the voyage aforesaid, or other persons in the United States, that shipments from thence to Spain or Portugal would be advisable on account of the increased consump-

tion by the military or naval forces of Great Britain or her allies in those kingdoms, and, if so, when did you give or send such opinion?

Interrogatory twenty-second. Had you a commercial connexion by the name of ———, or a partner or partners in England or its dependencies, during the late war between Great Britain and the United States, or any period thereof? if so, describe him or them by name.

Interrogatory twenty-third. Were not arrivals at Cadiz with provisions or supplies for the British or allied armies frequent, or, if not frequent, did they not take place in some degree?

Interrogatory twenty-fourth. Did not the British and allied armies frequently, and if not, occasionally, obtain supplies from provisions or other articles which had arrived at Cadiz?

Interrogatory twenty-fifth. If you have any documents or letters or other papers in your possession or at your command touching the foregoing cross-interrogatories, will you annex the same, or copies thereof, to your answers?

Interrogatory twenty-sixth. Do you know of any circumstances, fact or facts, document or documents, in anywise touching the license, the passports, the cargo, the sales, or the bill or bills, transaction or transactions in any of the foregoing cross-interrogatories alluded to, and not by you to these interrogatories fully answered? if so, make answer unto the same as particularly as if specially and at large interrogated.

Interrogatory twenty-seventh. Were you not in Great Britain or some of her dependencies during the said war, or some, and if some, what periods thereof and at what place or places?

Interrogatory twenty-eighth. What were your occupations and objects when in Great Britain or any of her dependencies, as referred to in the above twenty-seventh cross-interrogatory?

Interrogatory twenty-ninth. Were you not in ports or places of Europe during the war last above referred unto, and if yea, in what ports or places, and at what times, as to each port and place? In what trade or business, during said periods, and in said several ports or places, were you concerned either directly or indirectly, and with what countries, ports, or places was such trade or business carried on, and in what articles?

JOHN WOODWARD,
Advocate for Appellees.

Hon. DANIEL DAVIS, *Commissioner.*

Filed by G. Sullivan in behalf of Mr. Woodward, January 1, 1817.

Attest:

JOHN W. DAVIS, *Clerk.*

A true copy of the interrogatories.

Attest:

W. S. SHAW, *Clerk.*

Deposition of Samuel M. Frothingham, produced, sworn, and examined on the twenty-fourth day of January, in the year of our Lord eighteen hundred and seventeen, by virtue of a commission issued out

of the circuit court of the United States for the first circuit, to us directed, for the examination of said Frothingham in a certain cause now pending in the Supreme Court of the United States, wherein the United States of America are libellants against the ship Ariadne and cargo, and Nathaniel Goddard and others are claimants and appellants, on behalf of the claimants and appellants, as follows, viz :

DANIEL DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

The answers of Samuel May Frothingham to the interrogatories annexed to this commission, and put to the said Frothingham on the part of the claimants and appellants :

1. To the first interrogatory he answers : That he has known all the claimants and appellants aforesaid for several years.

2. To the second interrogatory he answers : That early in December, 1812, he was employed by said claimants to join the Ariadne, then at Philadelphia, to take charge of her cargo, and thence to proceed to Cadiz, according to the instructions hereto annexed, marked A B, with the signatures of the commissioners endorsed thereon.

3. To the third interrogatory he answers : That the Ariadne sailed from Philadelphia with the same bills of lading and the same papers employed when she sailed from Alexandria, except such papers as were necessarily altered by a change of master and supercargo and a crew ; that all the papers touching said voyage which are, or at any time have been, within the possession or control of this deponent, are by him hereto annexed and marked A B, with the names of the commissioners endorsed on each of them.

4. To the fourth interrogatory he answers : That no verbal instructions whatever were received by him, and that the written instructions given him are contained in certain letters hereto annexed, marked A B, with the names of the commissioners endorsed thereon.

5. To the fifth interrogatory he answers : That the only houses he was recommended to employ were those of widow of M. Roberts & Co. and Hall & Russel ; that the former of said houses is composed of Spaniards, and the latter is American ; that neither of said houses were employed by the then enemy of the United States or his allies as agents to purchase supplies or for any other purpose, as this deponent knows or believes.

6. To the sixth interrogatory he answers : That he proceeded on board the Ariadne from Philadelphia to Cadiz, and arrived at the last mentioned place on 16th February, A. D. 1813 ; that he immediately consigned his cargo to Messrs. Hall & Russel before mentioned ; about eighteen hundred barrels of flour were retailed from the vessel to bakers, confectioners, and other persons ; one lot of about one thousand barrels and the residue in small quantities ; the remainder was then landed and sold under the direction of Hall & Russel, as appears by their account of sales thereof, hereto annexed, marked and endorsed as aforesaid. The proceeds of said cargo were remitted to Samuel Williams, esq., London, except the proportion thereof belonging to Samuel May, the proceeds of five hundred barrels of flour, which by

his orders was remitted to Henry Bromfield, London, whom this deponent believes to be an American; all which fully appears by the particular accounts of this deponent with each of his employers, hereto annexed, marked A B and endorsed with the names of the commissioners.

7. To the seventh interrogatory he answers: That, as far as he knows, the conduct of the concerned, touching the final disposition and appropriation of said cargo and the proceeds thereof, was not different from what it would have been had the Ariadne arrived at Cadiz without molestation, and from his means of knowledge he believes that no alteration of conduct took place from any cause. The latter clause of this interrogatory is fully answered in his reply to the sixth interrogatory.

8. To the eighth interrogatory he answers: That every barrel of said cargo was sold to Spaniards, and, as he believes, for their use and consumption; no intentions were entertained by him of disposing of the same for the use of the enemy of the United States, or his allies, directly or indirectly.

9. To the ninth interrogatory he answers: That he was not employed by the concerned till after the capture of the Ariadne by the Argus, and cannot state from his own knowledge their original designs.

10. To the tenth interrogatory he answers: That the only passport of which he had any knowledge on board the Ariadne was one from the district court of the United States for Pennsylvania district, which is hereto annexed, marked A B, with the names of the commissioners endorsed thereon.

11. To the eleventh interrogatory he answers: That, as far as he knows and believes, the said appellants were particularly careful to do nothing which should infringe the laws or their duty as good citizens.

12. To the twelfth interrogatory he answers: That he has fully stated everything within his knowledge relative to said voyage, except some details thereof, for which he refers to the papers hereto by him annexed.

SAMUEL M. FROTHINGHAM.

The answers of Samuel M. Frothingham to the cross-interrogatories, annexed to this commission, put to him on the part of the libellants and appellees.

1. To the first cross-interrogatory he answers: That he is a native citizen of the United States, and has had his domicile in Boston more than ten years.

2. To the second cross-interrogatory he answers: That he has no interest in the said cause, direct or indirect.

3. To the third cross-interrogatory: He will neither gain nor lose by the event of said cause.

4. To the fourth cross-interrogatory he answers: That he was supercargo of the Ariadne, as before stated, and was joint consignee

of the cargo with the master thereof; that he was not then, nor has he been since, interested or connected in business in any way with the owner, master, or shippers of the Ariadne, or either of them, except as above stated.

5. To the fifth cross-interrogatory he answers: That he has no knowledge of there being any papers on board the Ariadne, except the usual and common ship's papers, other than those which he had seen and inspected; that he was only a passenger, and had no control over the vessel or her papers; that he thinks it probable there was on board the Ariadne some document or paper the effect or intent of which was to protect her from British capture, inasmuch as such documents were at that period easily to be procured and generally used, but of such circumstance he has no knowledge.

6. To the sixth cross-interrogatory he answers: That all his knowledge on the subject of said cross-interrogatory is contained in his answer to fifth cross-interrogatory.

7. To the seventh cross-interrogatory he makes the same answer as to the sixth cross-interrogatory.

8. To the eighth cross-interrogatory he answers: That he had no property on board the Ariadne at the period alluded to.

9. To the ninth cross-interrogatory he answers: That it was never represented or stated to him by any person that there was a paper or papers on board the Ariadne of the nature described in said cross-interrogatory, and that he has stated all his knowledge on the subject in answer to the fifth cross-interrogatory.

10. To the tenth cross-interrogatory he answers: That he understood and believed that said cargo was intended to be sold to the inhabitants of Cadiz; that the disposal of said cargo was entrusted to him, and that he had no design to dispose of it in any other way than as the same was disposed of.

11. To the eleventh cross-interrogatory he answers: That he was unacquainted with the voyage of the Ariadne, or the causes that produced it, till after her capture by the Argus; that he then assumed the charge of her cargo, with intention to do as well as he could for his employers, pursuant to their instructions, without forming any expectations on the subject.

12. To the twelfth cross-interrogatory he answers by referring to the letters of instructions from his employers, hereto annexed, the directions contained in which were followed by him in every particular, which instructions are referred to and described in his answers to the direct interrogatories.

13. To the thirteenth cross-interrogatory he answers: That he knows of no correspondence whatever with the said Allen or any other person, on the subject-matter of said cross-interrogatory.

14. To the fourteenth cross-interrogatory he answers: That he does not know, nor has he ever heard or understood that any money was paid to said Allen or any other person in his behalf.

15. To the fifteenth cross-interrogatory he answers: That there were no bills of the description set forth therein, and for such consideration, to his knowledge, drawn or negotiated by any person whomsoever; and that he has no knowledge of any undertaking or

assurance, on the part of said Allen or any other person, of the nature described in said cross-interrogatory.

16. To the sixteenth cross-interrogatory he answers: That he presumes that most of the vessels bound to Spain or Portugal, at the time alluded to, were supplied with passports of some kind, as they were easily to be purchased in the United States, and many vessels were captured by the enemy for having such papers on board.

17. To the seventeenth cross-interrogatory he answers: That there were at Cadiz, at the time alluded to, no troops, except a garrison, of less than five hundred men; that there were no naval forces stationed at Cadiz, except one vessel, which served as flag-ship.

18. To the eighteenth cross-interrogatory he answers: That he was himself the consignee of said cargo, and that he transferred the consignment thereof to Hall & Russel, as before stated, subject to his direction and control; that the same was sold to Spanish purchasers without fraud or crime of any kind.

19. To the nineteenth cross-interrogatory he answers: That the disposition and appropriation of the proceeds of said cargo fully appear in the accounts of this deponent with his employers, hereto annexed, marked and endorsed as aforesaid.

20. To the twentieth cross-interrogatory he answers in the negative.

21. To the twenty-first cross-interrogatory he answers: That he never recommended to any person the shipment of provisions for the purposes mentioned in said cross-interrogatory; that the price of flour and other breadstuffs was lower in Cadiz during the time he was at that place than in many parts of the United States.

22. To the twenty-second cross-interrogatory he answers in the negative.

23. To the twenty-third cross-interrogatory he answers: That there were no arrivals at Cadiz, with supplies for the British or allied armies, while he was there, to his knowledge; and that from his means of knowledge he thinks he should have known it, if any such had arrived there during that period.

24. To the twenty-fourth cross-interrogatory he answers: That, to the best of his knowledge and belief, the British and allied armies did not draw any supplies from Cadiz while this deponent remained there.

25. To the twenty-fifth cross-interrogatory he answers: That he has annexed hereunto all the papers in his possession or at his control touching said voyage, or the matter of these interrogatories and cross-interrogatories, being twenty-one in the whole.

26. To the twenty-sixth cross-interrogatory he answers: That there is no fact, matter, or thing in any way touching or relating to said vessel, cargo, or voyage within his knowledge which he has not heretofore fully stated in his answers above written.

27. To the twenty-seventh cross-interrogatory he answers: That he was not in Great Britain during the late war; that after waiting some time in Cadiz for a conveyance to the United States without success, he and some other Americans embarked on board an English merchant vessel bound to Newfoundland from Cadiz; that he and his companions were ordered by the authorities in Newfoundland to return forthwith to Cadiz; but after the lapse of a few days, they

with some difficulty effected their escape and arrived in the United States.

28. To the twenty-eighth cross-interrogatory he answers: That the same is fully answered in his reply to the twenty-seventh cross interrogatory.

29. To the twenty-ninth cross-interrogatory he answers: That he arrived in Cadiz on the 16th February, A. D. 1813, and left that place about the 30th July, 1814; that he was in no other port or place in Europe during this said war; and that his business in Cadiz related solely to the sale of the cargo of the Ariadne and appropriation of the proceeds thereof, as before stated.

SAM'L M. FROTHINGHAM.

Fees for executing this commission, \$25.

Don Pablo Chacon, vice consul de Su Magestad Catolica por el Distrito de Columbia, residente en el puerto de Alexandria, en los Estados Unidos de America.

Certifico que los tres Amos A. Williams a Baltimore y Laurason y Towle, de este comercio han embarcado por cuenta y riesgo de los Señors Nathaniel Goddard, Sam'l May, Thos. Parsons y William Parsons del como de Boston a bordo de la fragata Americana nambrada Ariadne, su capitán Bartlett Holmes, pronto a salir de este puerto de Alexandria para el de Cadiz los articulos siguientes, con los numeros y marcas que se ven al margen, a saber:

Tres mil doscientos quarenta y tres bl. quinientos y cinquenta medios barriles de farina, siendo el valor del todo, treinta y dos mil ocho cientos ochenta y quatro pesos fuertes y diez siete centavos. Cuyos articulos se me ha hecho constar son del producto y cosecha de estos Estados Unidos.

Y para que conste doy el presente en Alexandria, firmado de mi
[SEAL] puno y sellado con el real sello de este vice-consulado de Espana
a 26 de Sepitembre, del año 1812.

PABLO CHACON.

DAN'L DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

UNITED STATES OF AMERICA.

DISTRICT OF COLUMBIA, }
Alexandria County. } *to wit:*

On this day, the twenty-sixth of September, in the year of our Lord one thousand eight hundred and twelve, before me, Cleon Moore, notary public, for the town and county of Alexandria, in the District of Columbia, residing therein, and by law duly admitted and sworn, personally appeared, Lawrason & Fowle of Alexandria, merchants,

and made oath according to law, that twenty-two hundred and forty-three barrels, and five hundred and fifty half barrels of flour, contained in the annexed invoice and bill of lading, is here shipped by them, on account and risk of Nathaniel Goddard, Samuel May, Thomas Parsons and William Parsons of Boston; and that one thousand barrels contained in the annexed invoice was shipped by Amos A. Williams (at Baltimore, the ship having since arrived here to finish loading) on account of Nathaniel Goddard, on board the ship Ariadne, now lying at anchor in the river Potomac, and port of Alexandria, bound to Cadiz, whereof Bartlett Holmes is at present master; that no subject or subjects of any of the present belligerent powers hath or have any interest or concern therein, directly or indirectly, and that all concerned in said flour are native citizens of the United States of America; and I, the said notary, do certify that the said parties are all, from universal repute, native citizens of the United States, aforesaid.

In testimony whereof, I have hereunto set my hand and affixed my
[L. S.] seal notarial, the day and year above mentioned.

CLEON MOORE,
Notary Public.

DAN'L DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

Don Pablo Chacon Vice Consul de S. M. Catolica Señor Dn. Fernando Septimo por el Distrito de Columbia, residente en el puerto de Alexandria.

Certifico que el Señor Cleon Moore que ha firmado de la otra parte de este papel es como es titula notario publico de Alexandria; que su firma es verdadera a la qual ha dado seimpre y dene dar entera fé y credito en juicio como fuera de el, y para que conste donde mas convenga doy el presente firmado de mi puno y con el real
[SEAL.] sello de este vice-consulado de España en Alexandria, a 26 de Septiembre, de 1812.

PABLO CHACON.

Invoice of flour shipped by Amos A. Williams, of Baltimore, on board the ship Ariadne, of Boston, Bartlett Holmes, master, bound for Cadiz, on account of Nathaniel Goddard, esq., of Boston, a citizen of the United States of America, and consigned to Mr. William Farris, on board for sales account:

1,010 barrels flour at \$9..... \$9,090 00

Charges.

Drayage and wharfage.....	\$50 00	
Commission 2½ per cent.....	227 25	
		277 25
		\$9,367 25

Shipped in good order and well conditioned, by Amos A. Williams, of Baltimore, in and upon the ship called the Ariadne, whereof is master, for this present voyage, Bartlett Holmes, now in the harbor of Alexandria, and bound for Cadiz. To say, one thousand and ten barrels flour on account and risk of Nathaniel Goddard, esq., of Boston, being marked and numbered as in the margin, and are to be delivered in like good order and well conditioned, at the aforesaid port of Cadiz, (the danger of the seas only excepted,) unto Mr. William Farris, or to his assigns, he or they paying freight for the said goods, nothing being owner's property without primage and average. In witness whereof, the master of the said ship hath affirmed to three bills of lading of this tenor and date; one of which being accomplished, the other two to stand void.

BARTLETT HOLMES.

DAN'L DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

Dated in ALEXANDRIA, *September 26, 1812.*

Invoice of flour shipped by Lawrason & Fowle, on board ship Ariadne, Bartlett Holmes master, bound for Cadiz, on account and risk of Messrs. Nathaniel Goddard, Samuel May, Thomas Parsons, and William Parsons, of Boston, citizens of the United States of America, and consigned to Mr. William Farris, on board for sales account:

2,243 barrels of flour at \$9.....	\$20,187 00
550 half barrels of flour at \$4 75.....	2,612 50
	<hr/>
	22,799 50

Charges.

Drayage and wharfage.....	\$125 90
Lining	83 79
Consuls and notarial certificates.....	5 00
Commission 2½ per cent.....	569 98
	<hr/>
	784 67
	<hr/>
	23,584 17
	<hr/> <hr/>

Errors excepted.

LAWRASON & FOWLE.

DAN'L DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

ALEXANDRIA, *September 26, 1812.*

Shipped in good order and well conditioned, by Lawrason & Fowle, in and upon the ship called the Ariadne, whereof is master, for this

present voyage, Bartlett Holmes, now in the harbor of Alexandria, and bound for Cadiz. To say, twenty-two hundred and forty-three barrels, and five hundred and fifty half barrels of flour, on account and risk of Messrs. Nathaniel Goddard, Samuel May, Thomas Parsons, and William Parsons, of Boston, citizens of the United States of America, being marked and numbered as in the margin, and are to be delivered in like good order and well conditioned, at the aforesaid port of Cadiz, (the danger of the seas only excepted) unto Mr. William Farris or to his assigns, he or they paying freight for the said goods two dollars and a half per barrel, with 5 per cent. primage and average. In witness whereof, the master of the said ship hath affirmed to three bills of lading of this tenor and date; one of which being accomplished, the other two to stand void.

BARTLETT HOLMES.

Dated in ALEXANDRIA, *September 26, 1812.*

Don Pablo Chacon, vice consul de su Magestad Catolica por el Distrito de Columbia, residente en el puerto de Alexandria, el los Estados Unidos de America.

Certifico que el Señor Carlos Catlett, de este comercio ha embarcado por cuenta y riesgo de los Señors James H. Perkins y Samuel G. Perkins, del comercio de Boston, aborde de la fragata Americana llamada Ariadne, su Capitan Bartlett Holmes pronto a salir de este Puerto de Alexandria para el de Cadiz, los articulos siguientes, con los numeros y marcas que se ven al margen, a saber: mil y quinientos barriles farina siendo en valor segun la factura adjunta fuere mil nueve cientos cinquenta, nueve pesos fuertes y diez y hete centados.

Cuyos articulos se me ha hecho constar son del producto y cosecha de estos Estados Unidos.

Y para que conste doy el presente en Alexandria, firmado de mi puno y sellado con el real sello de este vice-consulado de [SEAL.] España a 26 de Septiembre, del año 1812.

PABLO CHACON.

DAN'L DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

UNITED STATES OF AMERICA.

DISTRICT OF COLUMBIA, } *to wit:*
Alexandria County.

On this day, the twenty-sixth of September, in the year of our Lord one thousand eight hundred and twelve, before me, Cleon Moore, notary public for the town and county of Alexandria, in the District of Columbia, residing therein, and by law duly admitted and sworn, personally appeared Charles J. Catlett, of Alexandria, merchant, and made oath, according to law, that the flour contained in the annexed invoice and bill of lading is of the growth, produce, and manufacture of the United States, and is here shipped by him on account and risk of James and Thomas H. Perkins and Samuel Perkins, of Boston, on

board the ship *Ariadne*, of Boston, now lying at anchor in the river Potomac and port of Alexandria, bound to Cadiz, whereof Bartlett Holmes is at present master, that no subject or subjects of any of the present belligerent powers hath or have any interest or concern therein, directly or indirectly, and that all concerned in the said flour are native citizens of the United States of America; and I, the said notary, do certify that the said parties, from universal repute, are all native citizens of the United States aforesaid.

In testimony whereof, I have hereunto set my hand and affixed my seal notarial, the day and year above mentioned.

CLEON MOORE,
Notary Public.

DAN'L DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

Don Pablo Chacon, vice consul de su Magestad Catolica, Señor Don Fernando Septimo por el Distrito de Columbia, residente en el puerto de Alexandria.

Certifico que el Señor Cleon Moore que ha firmado de la otra parte de este papel és como se titula notario publico de Alexandria; que su firma és verdadera á la qual se há dade siempre y seve dar entera fé y credito en juicio como fuéra de el.

Y para que conste donde mas convengo doy el presente firmado de [SEAL.] mi puno y con el real sello de este vice-consulado de España en Alexandria, 26 de Septiembre, de 1812.

PABLO CHACON.

Invoice of 1,500 barrels flour shipped by Charles J. Catlett on board the ship Ariadne, Bartlett Holmes master, bound for Cadiz, being on joint account and risk of Messrs. James and Thomas H. Perkins and Samuel G. Perkins, esqs., native citizens of the United States, residing in Boston, and consigned for sales and returns to William Farris, esq., supercargo on board.

1,500 barrels superfine flour, at \$9.....	\$13,500 00
<i>Charges.</i>	
Drayage and wharfage.....	\$71 67
Coopering and lining 3 cents each.....	45 00
Certificates.....	5 00
Commission 2½ per cent.....	337 50
	459 17
	13,959 17

Errors excepted.

CHAS. J. CATLETT.

DAN'L DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

ALEXANDRIA, *September 24, 1812.*

Shipped in good order, and well conditioned, by Charles J. Catlett, in and upon the good ship called the Ariadne, whereof is master, for this present voyage, Bartlett Holmes, and now riding at anchor in the port of Alexandria, and bound for Cadiz, to say fifteen hundred barrels flour, on joint account and risk of Messrs. James and Thomas H. Perkins and Samuel G. Perkins, esqs., native citizens of the United States of America, and residents of Boston, and consigned for sales and returns to William Farris, esq., supercargo on board, being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid port of Cadiz (the danger of the seas excepted) unto Mr. William Farris or to his assigns, he paying freight for said flour—two dollars and a half per barrel, and five per cent. primage.

In witness whereof, the master or purser of the said ship hath affirmed to three bills of lading, all of this tenor and date; one of which bills being accomplished, the others to stand void.

BARTLETT HOLMES.

Dated at ALEXANDRIA, *September 24*, 1812.

BOSTON, *December 2*, 1812.

DEAR SIR: I have on board ship Ariadne, Abraham Williams, master, five hundred barrels flour, which I consign to your care, for sale, on my account. You will be pleased to take charge of it, and on your arrival in Cadiz (after duly advising with some respectable house, and obtaining the necessary information) dispose of it on the best terms you can for my interest, and remit the proceeds to Henry Bromfield, esq., London, for my account; and I agree to allow you a commission of five per cent. on sales, out of which you are to pay merchants' and brokers' commissions, and the balance divide equally with Captain Williams, as per agreement.

Mr. Goddard, who is now at Philadelphia with the ship, will hand you invoice and bill of lading, and give you instructions respecting the cargo—and there will be some little expenses which he will direct you to deduct from the sales—with which you will comply.

Wishing you health, and success in your engagements, believe me, sincerely and truly, yours.

SAM'L MAY.

Mr. SAMUEL M. FROTHINGHAM.

DAN'L DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

BOSTON, *December 2*, 1812.

DEAR SIR: As you are going to Philadelphia, to go as supercargo in the ship Ariadne, provided she is released, this is to inform you I have on board that ship one thousand barrels flour, for which Mr.

Benjamin Goddard will fill a bill of lading and consign the same to you.

Should you arrive safe in Europe, I wish you to call on some respectable, safe house, to assist you in doing your business. When sold, you will remit the net proceeds to Samuel Williams, esq., London, on my account. Mr. Goddard will give you instructions respecting the cargo; certain expenses he will direct you to deduct from the sales, which you will comply with. Be kind enough to show this paper to Mr. Goddard, which shall be his authority for consigning the flour to you. I agree to allow you five per cent. on the sales of the cargo, from which you will pay merchants' and brokers' commissions; the residue you will divide with Captain Williams, in such proportion as you and Captain Williams may agree upon.

Wishing you a safe and prosperous voyage, I am your humble servant,

WILLIAM PARSONS.

Mr. SAMUEL M. FROTHINGHAM.

DAN'L DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

BOSTON, *December 2, 1812.*

SIR: I have on board ship *Ariadne*, Abraham Williams master, five hundred barrels flour, destined for Cadiz, which I wish you to take charge and dispose of, to the best advantage, and remit the net proceeds, in good bills, to Samuel Williams, esq., London, subject to my draft; and for your services I agree to allow you and Captain Williams five per cent. on the sales of the flour—you paying all merchants' and brokers' commissions.

Wishing you a prosperous voyage, I am your friend,
THOMAS PARSONS.

Mr. SAMUEL M. FROTHINGHAM.

DAN'L DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

BOSTON, *December 2, 1812.*

SIR: As you have been appointed supercargo of the ship *Ariadne*, in lieu of Captain Farris, who has been taken out of her, I have to request of you to consult Messrs. Hall & Russel, at Cadiz, respecting the sale of flour shipped for account of Messrs. J. & T. H. Perkins, and myself, and so soon as the flour is sold you will please to remit the proceeds to Samuel Williams, esq., 13 Finsbury square, to be placed to our respective accounts in the following proportions, viz: to credit J. & T. H. Perkins one-third part of the net proceeds, and

to my credit two-thirds of the net proceeds; and request Mr. Williams to give us immediate notice on receipt thereof. If Mr. Joseph Cabot should be at Cadiz, you may consult with him respecting the sale of our flour, in preference to any one else. You will write us so soon as possible, both as to the state of markets and the prices you may obtain, as well as the rate of exchange.

Wishing you a good and pleasant voyage, I remain your obedient, humble servant,

SAM'L G. PERKINS.

Mr. SAMUEL M. FROTHINGHAM.

DAN'L DAVIS,
CHARLES PELHAM CURTIS,
Commissioner.

PHILADELPHIA, *December* 16, 1812.

DEAR SIR: You being master of the ship *Ariadne*, now laying in this port, wholly laden with flour and ready for sea, are requested to improve the first fair wind and proceed for Cadiz. On your arrival there, you will employ some good house, (and I think you will be pleased with that of Widow Roberts & Co.,) to aid in transacting your business. I name this, leaving it solely to you; recommending care in your choice, and prudence in employing one in good repute. Dispose of your cargo agreeable to instructions from the different shippers; and you will lose no time in disposing of my flour on the best terms you can, and invest the proceeds in good bills, at short sight, on London, and remit the same by two conveyances to Samuel Williams, esq., merchant, No. 13 Finsbury square, London, for my account, and subject to my order, and give me the earliest information of the same by, at least, duplicate letters, reserving enough to meet all necessary charges. You will make all possible despatch in discharging the cargo. You are hereby fully authorized to sell the ship, which I expect will bring, at least, twenty-five thousand dollars, especially if peace takes place; but you will not refuse twenty thousand dollars if war continues, and the proceeds you will invest and remit in the same manner as proceeds of freight and flour. Should you not be able to dispose of the ship without loss of time, and should war continue, (which God forbid,) you will load her with salt and return to Alexandria, provided the price on board shall not exceed thirty cents per bushel, and, if higher, to ballast only, and proceed to that port; but if a peace should take place while you are in Cadiz, or hostilities should cease, and salt shall not exceed twenty-five cents per bushel on board, you may load her and proceed to Boston; but if higher, proceed to the Chesapeake, and if above thirty cents, although hostilities may cease, or peace take place, only ballast with it, and when you arrive call at Hampton or Norfolk post offices, where I shall lodge letters of instruction for you.

You will observe that the opinion of the commanding officer on the Cadiz station, as it respects your safety home, must govern you as it respects taking salt. If convenient, I wish you to remit for my

account, immediately on your arrival, four thousand pounds sterling, in anticipation of the proceeds of flour and freight money, or such part thereof as you can have advanced without any disadvantage or embarrassment to your business. You will make all possible despatch in getting your ship back, as the danger from the Algerines will be much less while the weather is boisterous. From the disposition heretofore shown by our *declared* enemy to permit to pass unmolested vessels bound directly to ports of their allies, the Spanish patriots, laden wholly with dry provisions, I have no doubt, if you meet them, you will be suffered to pass unmolested. You will be careful not to violate any laws or regulations of Spain or the United States; also, that your officers and crew do not. You having agreed with Mr. Samuel M. Frothingham as supercargo in copartnership, you, no doubt, will receive much aid from him. He is to have a passage in the ship free of charge, and as it respects your agreement in the division of the commissions, I acquiesce, and agree to allow five per cent. commission for selling my flour and remitting the proceeds, you and he paying all other commissions without any further charge to me. For your compensation I agree to allow you forty dollars per month wages, and five per cent. tonnage on all the cargo, except that part which is shipped for my own account, as per bills of lading signed by Bartlett Holmes, at Alexandria, where this voyage commenced, the conditions of which you will observe; and also a commission of two and a half per cent. on the sale of the ship, and for remitting the money, (should a sale be effected,) furnish you a passage and pay your wages home. Fully relying on and confiding in your good judgment and prudence in managing the business of this voyage, as circumstances unforeseen may arise, and wishing you a pleasant and profitable voyage, I subscribe myself, with much esteem, your obedient servant,

NATHANIEL GODDARD.

Captain ABRAHAM WILLIAMS.

I hereby acknowledge the above to be a true copy of my orders, and agree to conform to the same; also, that, as master of the ship *Ariadne*, I have received possession of her laden with flour belonging to sundry persons, as appears by bills of lading signed by Bartlett Holmes, at Alexandria, specifying the quantity, rate of freight, &c., all of which I hereby agree to comply with the spirit of, excepting any deficiency in quantity which may appear on delivery, not having taken an account of the same at the time and port of lading; also that I am, in company with Mr. Samuel M. Frothingham, to have the consignment of said cargo, as per instructions from the several owners, with the same emoluments as would have been received by William Farris, her former supercargo, had he not been taken from the vessel.

AB'M WILLIAMS.

DAN'L DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

Account sales, charges, and net proceeds of fifteen hundred and seventeen barrels flour, received per ship Ariadne, Williams, master, from Philadelphia, per order and for account and risk of Mr. Nathaniel Goddard, merchant, Boston.

1813.		Barrels.		
March 25	Sold to Domingo Perez, 2 month's credit	322	....at \$14 00	\$4,508 00
March	Sold to sundry persons	137½	....at 14 00	1,925 00
March .....	.....do.....do	90	....at 13 75	1,237 50
March .....	.....do.....do	2	....at 13 50	27 00
	Sold on board.....	551½		
June	Sold to M. Palacias.....	150	....at 13 50	2,025 00
1814.				
February 20	Sold to custom-house.....	54	....at 13 50	729 00
March 20	Sold to Galseran, 2 and 3 mos. credit ..	761½	....at 12 00	9,138 00
		1,517		19,589 50
	Sold on board	551½		
	Landed.....	965½		
		1,517		
	CHARGES.			
	Paid custom-house papers		\$2 90	
	Paid duty on 815½ barrels, 18 rls. vn.....		733 95	
	Paid lighterage on 965½ barrels, 2½ rls. vn.....		120 69	
	Paid landing 965½ barrels and piling on beach, ½ rl..		24 14	
	Paid watching same, at Aguada, 10 ds.....		3 00	
	Paid carriage of same to stores, 2½ rls. vn.....		120 69	
	Paid cooperage, going into stores		24 18	
	Paid cooperage coming out, and barrels to start flour into		17 19	
	Paid piling in store and delivering, 1 rl.....		48 27	
	Storage on 150 barrels, March to May, 2 months, at 1 rl.....		15 00	
	Storage on 54 barrels, March to February, 11 mos., at 1 rl.....		29 70	
	Storage on 761½ barrels, March to March, 1814, 12 months, at 1 rl.....		456 90	
	Paid guarantee on \$13,646, sold on a credit, at 2 per cent.....		272 92	
	Commissions on \$19,589 50, at 5 per cent.....		979 47	
				2,849 00
	Net proceeds			16,740 50

Except errors.

CADIZ, March 20, 1814.

SAM'L M. FROTHINGHAM.

DAN'L DAVIES,
CHARLES PELHAM CURTIS,
Commissioners.

SALES AND ACCOUNTS CURRENT.

DR.

Mr. Nathaniel Goddard in account with S. M. Frothingham.

CR.

1813.		1814.		
Mar. 18	To government bill remitted S. Williams, London, £3,000, at 48d. per peso.....	\$11,294 11	Mar. 20 By net proceeds of 1,517 barrels flour, per ship Ariadne, per sales annexed.....	\$16,740 50
30	To amount of disbursements of ship Ariadne.....	873 70	Amount freight money, per Ariadne, on 3,500 barrels, at \$2 50.....	8,750 00
30	To invoice of salt per ship Ariadne.....	2,318 33	July 18 By invoice of wool resold at cost.....	6,750 05
	To 4 barrels beef for same, per captain's order.....	97 00		
	To ½ barrel flour for same.....	7 00		
July 12	Remittance to S. Williams, esq., of £1,050 sterling, at 51½ per peso.....	3,684 29		
1814.				
June 5	Proportion of my expenses from sailing of the ship to this date.....	292 50		
14	To invoice of 62 bales fine Estremeña wool, as per invoice.....	6,750 05		
July 18	o Hall & Russel's bill on T. Mullett, J. J. Evans & Co., London, on 4 month's sight, £1,609 3s. 9d. at 42d. per peso.....	6,923 57		
		<u>32,240 55</u>		<u>32,240 55</u>

o 1814—July 20.—To this amount ever credited on wool, it having been sold at cost, exclusive of ship's charges, and repaid Messrs. H. & R.. \$154 90

Errors excepted.

CADIZ, July 20, 1814.

SAM'L M. FROTHINGHAM.

Account sales, charges, and net proceeds of 500 barrels flour, at Cadiz, received per ship Ariadne, Williams, master, from Philadelphia, per order and for account and risk of Mr. Samuel May, merchant, Boston.

1813.		<i>Barrels.</i>		
March	25	Sold to Domingo Perez, 2 mos. credit...	106..... at \$14 00	\$1,484 00
	25	.... do.. sundry persons.....	45..... 14 00	630 00
	25	.... do..... do	30..... 13 75	412 50
		Sold from ship.....	181	
June	.....	Sold to M. Palacias	50..... 13 50	675 00
1814.				
February	20	.... do.. custom-house.....	18..... 13 50	243 00
March	20	.... do.. Galseran, 2 and 3 mos. credit...	250..... 12 00	3,000 00
	20	.... do..... do.....	1..... 12 14	12 14
			500	6,456 64
		Sold from on board.....	181	
		Landed	319	
			500	
CHARGES.				
		Paid custom-house papers.....	\$2 90	
		duty on 269 barrels, at 18 reals vellon.....	242 10	
		lighterage on 319 barrels, at 2½ rls.	39 87	
		landing and piling on beach, at ¼ rl.....	7 97	
		watching at Aguada.....	3 00	
		carriage to stores 319 barrels, at 2½ rls.	39 88	
		cooperage going in stores.....	7 97	
		cooperage, coming out, and barrels to start flour into.....	5 66	
		Piling in store and delivering 319 bbls., at 1 rl.	15 95	
		storage of 50 barrels, from March to May, 2 months, at 1 rl. per month	5 00	
		storage 18 barrels, from March to February, 11 months, at 1 rl. per month.....	9 90	
		storage, 251 bbls., from March, 1813, to March, 1814, 12 months, at 1 rl. per month	150 60	
		for guarantee on \$4,496 14, sold on a credit, 2 per cent.....	89 92	
		freight on 500 barrels, at \$2 50, and primage, 5 per cent.....	1,312 50	
		Commissions on \$6,456 60, at 5 per cent.....	322 83	
				2,256 05
		Net proceeds.....		4,200 59

Except errors.

CADIZ, March 20, 1814.

SAMUEL M. FROTHINGHAM.

DANIEL DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

Dr.

Mr. Samuel May in account with S. M. Frothingham.

Cr.

1813.			1814.		
June 23	To government bill remitted Henry Bromfield, 30 days' sight, amount £425 sterling, at 51d. sterling per peso	\$1,505 88	March 20	By net proceeds of 500 barrels of flour, per Ariadne, as per sales annexed.....	\$4,200 59
1814.					
June 5	To proportion of my expenses in Cadiz, from sailing of the ship to this date.....	96 50			
14	To Hall & Russell's bill remitted H. Bromfield, at usance and half sight, amount £690 2s. 11d., at 48d. per peso	2,598 21			
		<u>4,200 59</u>			<u>4,200 59</u>

Errors excepted.

CADIZ, June 14, 1814.

SAMUEL M. FROTHINGHAM.

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N. & B. GODDARD.

Sales of fifteen hundred barrels flour at Cadiz, received per ship Ariadne, Williams, master, from Philadelphia, for account and risk of Messrs. James and T. H. Perkins and Samuel G. Perkins, merchants, Boston, per his order.

		Barrels.		
1813.				
March 25	Sold to Domingo Perez, 2 months credit,	319	.... at \$14 00	\$4,466 00
March	Sold to sundry persons.....	134	.... at 14 00	1,876 00
March .....	.....do.....do.....	90	.... at 13 75	1,237 50
	Sold from ship.....	543		
June	Sold to M. Palacias.....	150	.... at 13 50	2,025 00
1814.				
February 20	Sold to custom-house	54	.... at 13 50	729 00
March 20	Sold to Galseran, 2 and 3 months credit,	752	.... at 12 00	9,024 00
	Do.....do.....do.....	1	.... at 12 44	12 44
		1,500		19,369 94
	Sold on board	543		
	Landed	957		
		1,500		
	CHARGES.			
	Paid custom-house papers		\$2 90	
	Paid duty on 807 barrels, at 18 rls. vn.....		726 30	
	Paid lighterage on 957 barrels, at 2½ rls. vn.....		119 62	
	Paid landing on 957 barrels and piling on beach, ½ rl.		23 93	
	Paid watching at Aguada, 10 ds.....		3 00	
	Paid carriage on 957 barrels to stores, at 2½ rls.....		49 62	
	Paid cooperage on 957 barrels going into stores.....		23 91	
	Paid cooperage coming out, and barrels to start flour in, 56. 87 per barrel		17 00	
	Paid piling in store and delivering, at 1 rl.....		47 85	
	Paid storage on 150 barrels, March to May, 2 months, at 1 rl. per month.....		15 00	
	Paid storage on 54 barrels, March to February, 11 months, at 1 rl. per month		29 70	
	Paid storage on 753 barrels, March to March, 1814, 12 months, at 1 rl. per month.....		451 80	
	Paid guarantee on \$13,502 44, sold on credit, at 2 per cent.....		270 05	
	Paid freight on 1,500 barrels, at \$2 50, and primage 5 per cent.....		3,937 50	
	Commissions on \$19,369 04, at 5 per cent.....		968 49	
				6,756 67
	Net proceeds.....			12,613 27

Errors excepted.

SAM'L M. FROTHINGHAM.

CADIZ, March 20, 1814.

DANIEL DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

DR.

Samuel G. Perkins, esq., in account with S. M. Frothingham.

CR.

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1813.			1814.		
July 12	To remittance to S. Williams, esq., London, £1,275, at 51½ per peso, viz:		March 20	By amount proceeds of 1,500 barrels of flour, per Ariadne, as per sales annexed.....	\$12,613 27
	Amount to be placed to your credit..... £850	} is \$4,473 78			
	Ditto J. & T. H. Perkins 425				
1814.					
June 5	Proportion of my expenses in Cadiz, from sailing of the ship to this date.....	289 50			
14	This amount, £2,085 3s. 2d., remitted S. Williams, being part of Hall & Russel's draft on Mullett, Evans & Co, a usance and half sight.				
	Amount to be placed to your credit,				
	two-thirds..... £1,390 2s. 1d.	} is 7,849 99			
	Ditto J. & T. H. Perkins, one-third 695 1s. 1d.				
		12,613 27			12,613 27

Errors excepted.

Capiz, June 14, 1814,

SAM'L M. FROTHINGHAM.

N. & B. GODDARD.

Account sales, charges, and net proceeds of one thousand barrels flour, at Cadiz, received per ship Ariadne, Williams, master, from Philadelphia, per order and for account and risk of William Parsons, esq., merchant, Boston.

1813.		Barrels.		
March 25	Sold to Domingo Perez, 2 months credit,	212	.... at \$14 00	\$2,968 00
March	Sold to sundry persons.....	90	.... at 14 00	1,260 00
March .....	..... do..... de	60	.... at 13 75	825 00
	Sold from ship.....	362		
June	Sold to M. Palacias.....	100	.... at 13 50	1,350 00
1814.	Sold to custom-house.....	36	.... at 13 50	486 00
February 20	Sold to Galseran, 2 and 3 months credit,	501	.... at 12 00	6,012 00
March 20	Sold to Galseran.....	1	.... at 12 29	12 29
		1,000		12,913 29
	Amount sold on board	362		
	Landed	638		
		1,000		
	CHARGES.			
	Paid custom-house papers.....		\$2 90	
	Paid duty on 538 barrels, at 18 rls. vn		484 20	
	Paid lightorage on 638 barrels, at 2½ rls. vn.....		79 75	
	Paid landing 638 barrels and piling on beach, ½ rl. vn.		15 95	
	Paid watching at Aguada.....		3 00	
	Paid carriage to stores, 638 barrels, at 2½ rls. vn.....		79 75	
	Paid cooperage, going in stores		15 94	
	Paid cooperage coming out, and barrels to start flour			
	in		11 34	
	Paid piling in stores and delivering, at 1 rl.....		31 90	
	Paid storage on 100 barrels, March to May, 2 mos.,			
	at 1 rl.....		10 00	
	Paid storage on 36 barrels, March to February, 11			
	mos., at 1 rl.....		19 80	
	Paid storage on 502 barrels, March to March, 1814,			
	12 mos., at 1 rl.....		301 20	
	Paid gaurantee on \$8,992 29, sold on credit, at 2 per			
	cent		179 84	
	Freight on 1,000 barrels, at \$2 50, and primage at 5			
	per cent		2,625 00	
	Commission on \$12,913 29 at 5 per cent.....		645 66	
				4,506 23
	Net proceeds			8,407 06

Errors excepted.

CADIZ, March 20, 1814.

SAMUEL M. FROTHINGHAM.

DANIEL DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

DR.

William Parsons, esq., in account with S. M. Frothingham.

CR.

1813.			1814.		
July 12	To this amount, £850 sterling, remitted S. Williams, London, at 51½ sterling per peso.....	\$2,982 52	Mar. 20	By net proceeds of 1,000 barrels of flour, per Ariadne, as per sales annexed	\$8,407 06
1814.					
June 5	Proportion my expenses in Cadiz from sailing of the ship to this date.....	192 50			
14	This amount, £1,389 15s. 2d., part of Hall & Bus- sel's bill, at usance and half eight, remitted S. Williams, at 48d. peso	5,232 04			
		8,407 06			8,407 06

Errors excepted.

SAMUEL M. FROTHINGHAM.

CADIZ, June 14, 1814.

132

N. & B. GODDARD.

Account of sales, charges, and net proceeds of 500 barrels flour, at Oadiz, received per ship Ariadne, Williams, master, from Philadelphia, per order and for account and risk of Thomas Parsons, esq., merchant, Boston.

1813.			<i>Barrels</i>		
March	25	Sold to Domingo Perez, 2 mos. credit..	106.....	at \$14 00	\$1,484 00
	25	....do..sundry persons	45.....	14 00	630 00
	25	....do.....do.....	30.....	13 75	412 50
		Sold from ship.....	181		
June	.....	Sold to M. Palacias	50.....	13 50	675 00
1814.					
February	...	....do..custom-house.....	18.....	13 50	243 00
March	20	....do..Galseran, 2 and 3 mos. credit ..	250.....	12 00	3,000 00
	20	....do.....do.....	1.....	12 14	12 14
			500		6,456 64
		Sold from ship.....	181		
		Landed.....	319		
			500		
CHARGES.					
		Paid custom-house papers.....		\$2 90	
		duty on 269 barrels, at 18 reals vellon.....		242 10	
		lighterage on 319 barrels, at 2½ rls.....		39 87	
		landing and piling on beach, at ½ rl.....		7 97	
		watching at Aguada		3 00	
		carriage 319 barrels to stores, at 2½ rls.....		39 88	
		cooperage, going in		7 97	
		cooperage, coming out, and barrels to start flour into.....		5 66	
		piling in store and delivering 319 bbls., at 1 rl.		15 95	
		storage of 50 barrels, from March to May, 2 months, at 1 rl. per month.....		5 00	
		storage of 18 barrels, from March to February, 1814, 11 months, at 1 rl. per month		9 90	
		storage of 251 barrels, from March, 1813, to March, 1814, 12 months, at 1 rl. per month..		150 60	
		guarantee on \$4,496 14, sold on credit, at 2 per cent.....		89 92	
		freight on 500 barrels, at \$2 50, and primage 5 per cent.....		1,312 50	
		Commissions on \$6,456 64, at 5 per cent.....		322 83	
					2,256 05
		Net proceeds.....			4,200 59

Errors excepted.

SAMUEL M. FROTHINGHAM.

DANIEL DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

DR.

Thomas Parsons, esq., in account with S. M. Frothingham.

CR.

1813.			1814.		
July 12	To this amount, £425 sterling, remitted S. Williams, esq., London, at 51½d. sterling per peso.....	\$1,491 26	March 20	By net proceeds of 500 barrels of flour, per Ariadne, per sales annexed,.....	\$4,200 59
1814.					
June 5	To proportion of my expenses in Cadiz from sailing of the ship to this date.....	96 50			
14	To this amount, £694 Os. 8d., part of Hall & Russel's bill, at usance and half sight, remitted S. Williams, at 48d. per peso.....	2,612 83			
		<u>4,200 59</u>			<u>4,200 59</u>

Errors excepted.

SAMUEL M. FROTHINGHAM.

CADIZ, June 14, 1814.

134

N. & B. GODDARD

Judge Peters' pass for ship Ariadne, December, 1813.

THE UNITED STATES *vs.* THE SHIP ARIADNE, } In the district court of the
 Holmes master, and her cargo, captured } United States in and for
 by the United States brig Argus. } the Pennsylvania district.

And now, to wit, on the fifteenth day of December, in the year of our Lord eighteen hundred and twelve, it is ordered and directed by the court that the said ship Ariadne and her cargo, consisting of flour agreeably to the documents on board, the originals whereof are delivered to the claimants, Nathaniel Goddard, owner of the ship, and Samuel May, William Parsons, Thomas Parsons, James Perkins, Thomas Perkins, and Samuel G. Perkins, owners and claimants of the cargo, be restored to the claimants, on their giving security to abide the final sentence and decree of the court on the matters set forth in the libel. And stipulations for the purpose stated having been this day entered into, to the satisfaction of the court, it is ordered that the marshal deliver the said ship, her tackle, apparel and furniture, and the goods, wares, and merchandise wherewith she is laden, to the claimants, their factors or agents; and she being permitted to proceed on her voyage to Cadiz with her cargo. All cruisers, whether public or private, in the service of the United States, are inhibited from arresting or impeding the said ship, with her cargo, in her intended passage from the port of Philadelphia to Cadiz, or on her return to the United States, on any pretext or account whatsoever; the said ship and cargo having been restored and delivered as before stated.

In testimony whereof I, Richard Peters, judge of the Pennsylvania district of the United States, have given to the said claimants this certificate and passport, which all masters and commanders of public and private cruisers in the service of the United States are hereby enjoined, in the name of the United States, to respect, and govern themselves accordingly.

Given under my hand and the seal of the district court in and for the Pennsylvania district, at Philadelphia, this fifteenth day [L. s.] of December, in the year of our Lord eighteen hundred and twelve.

RICHARD PETERS.

DANIEL DAVIS,
 CHARLES PELHAM CURTIS,
Commissioners.

Account of sales, charges, and net proceeds of 5,014½ barrels of flour, received per the ship *Ariadne*, A. Williams, master, from Philadelphia, for order of Mr. Samuel M. Frothingham, for account and risk of whom it may concern, viz:

1813.		Barrels.		
March	7	Sold on board to Felix Nonel	35	....at \$14 00
	13	.....do.....Serafin Alaix.....	16	....at 14 00
	20	.....do.....F. Miser & Co.....	25	....at 14 00
	20	.....do.....Bdo. de Castro	300	....at 13 75
	23	.....do.....Martin Mulet.....	250	....at 14 00
	25	.....do.....Domingo Perez, ½ ms. cr.	1,065	....at 14 00
	25	.....do.....Antonio Suroz.....	125	....at 14 00
		Sold on board	1,816	
May	1	Delivered from store to M. Palacias	500	....at 13 50
1814.				
February	20	Delivered from store to the administrator of the custom-house, to cover duties on 2,698½ barrels flour, at 18 rls. vn.....	180	....at 13 50
March	20	Sold to Galseran, on a credit of 2 and 3 months, duties paid.....	2,518½	....at 12 00
			<u>5,014½</u>	<u>64,751 00</u>
Amount sold on board			1,816	
Amount landed			3,198½	
			<u>5,014½</u>	
CHARGES.				
Paid custom-house papers.....				\$14 50
Paid duty on 2,698½ barrels, at 18 rls per barrel...			2,428 65	
Paid lighterage on 3,198½ barrels, at 2½ rls			399 80	
Paid landing on 3,198½ barrels and piling on beach, ½ rl.			79 96	
Paid watching at Aguada, 10 days.....			15 00	
Paid carriage on 3,198½ to stores, at 2½ rls. per barrel.			399 60	
Paid cooerage going into stores.....			79 97	
Paid cooerage coming out, and 12 barrels to start flour into.....			56 87	
Paid piling in store and delivering, at 1 rl			159 92	
Paid storage of 500, from March 12, 1813, to May 1, 1814, 2 months, at 1 rl. per barrel per month.			50 00	
Paid storage of 180, from March 12, 1813, to February 20, 1814, 11 months, at 1 rl per barrel per month.			98 00	
Paid storage of 2,518½, from March 12, 1813, to March 20, 1814, 12 months, at 1 rl. per barrel per month..			1,511 10	
Guarantee on \$45,132, at 2 per cent.....			902 64	
Brokerage on \$64,751, at 1 per cent.....			647 51	
Commission on \$64,751, at 2½ per cent.....			1,618 77	
				<u>8,462 49</u>
Net proceeds.....				56,288 49

Errors excepted.

CADIZ, March 20, 1814.

HALL & RUSSEL.

DANIEL DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

At the execution of the annexed commission, these papers, writings, marked and endorsed by us, being twenty-one in number, were prepared and deposed unto, upon his examination, by Samuel M. Frothingham.

DANIEL DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

UNITED STATES OF AMERICA, }
Massachusetts District, } *ss.*

The circuit court of the United States for the first circuit, begun and holden at Boston, within and for the Massachusetts district, on Tuesday, the fifteenth day of October, in the year of our Lord one thousand eight hundred and sixteen.

To Daniel Davis, of Boston, in the district of Massachusetts, esq., and Charles P. Curtis, of said Boston, esq., or either of them:

Know ye, that reposing confidence in your wisdom, prudence and fidelity, we have appointed, and by these presents do authorize and empower you to take the answers to the interrogatories hereto annexed, *de bene esse*, of William Farris and George Cabot, witnesses in behalf of the claimants, to be used in a certain cause now pending in the Supreme Court of the United States, wherein the United States of America are libellants against the ship Ariadne and cargo, and Nathaniel Goddard and others are claimants and appellants; and to this end, at certain days to be by you appointed for that purpose, to cause the witnesses as aforesaid to come before you, and each witness, when present before you, to examine carefully, on oath, touching the premises; and when you shall have taken the examination as aforesaid, to reduce or cause the same to be reduced to writing, and to be subscribed by each of said witnesses in your presence; and the same so taken and subscribed to return, together with this commission and your doings, herein enclosed, sealed and directed to the chief justice and the associate justices of the Supreme Court of the United States, to be holden at Washington, being the present seat of the national government, on the first Monday of February next.

[L. s.] In testimony whereof, we have caused the seal of said circuit court to be hereunto annexed.

Witness the Honorable John Marshall, at Boston, this fourth day of January, in the year of our Lord one thousand eight hundred and seventeen.

JNO. W. DAVIS, *Clerk.*

UNITED STATES OF AMERICA, }
Supreme Court of the United States, } ss.

FEBRUARY TERM, 1817.

*In the case of the United States vs. ship Ariadne, Nathaniel Goddard,
 and all claimants and appellants.*

Interrogatories to be put on behalf of the claimants and appellants to William Farris, a witness produced by them :

Interrogatory 1. Were you supercargo of the ship Ariadne, Holmes, master, on her voyage from Alexandria to Cadiz, in which she was captured by the United States brig Argus, in the year 1812?

Interrogatory 2. By whom were you employed as supercargo, and what were the instructions you received respecting the destination of the vessel and cargo and the ultimate appropriation of the property on board? Did you receive any other verbal or written instructions than those contained in the letters of the claimants and appellants which were in your possession at the time of the capture? If yea, please to state the same particularly.

Interrogatory 3. Was the true and sole destination of the said vessel and cargo to the port of Cadiz? If nay, to what other port or ports in Europe were they destined? State the same fully.

Interrogatory 4. To what house or houses were you to address yourself in Cadiz for advice or assistance in the sale or disposition of the said cargo? Were such English, American or Spanish, and were any of them English agents, as you know, to purchase supplies of breadstuffs for the British or allied armies?

Interrogatory 5. Was it the intention, expectation or design of the owners of the said cargo to sell and dispose of the same, directly or indirectly, for the use or consumption of the British or allied armies in Spain? If nay, to whom did they intend, expect or design that the same should be sold, and for whose use and consumption? What was their calculation in this respect? and state on what facts, as you know, the same was founded.

Interrogatory 6. Was the plan of this voyage, as far as you know, formed with any view, design or intention, directly or indirectly, to trade with the enemy of the United States, or to make profit by sales to them, directly or indirectly, of the said cargo or any part thereof, for the use of the British or allied armies?

Interrogatory 7. What was the information in Boston during the months of July, August and September, in 1812, respecting the demand for breadstuffs at Cadiz? Was it believed the demand was great for the use of the inhabitants thereof, exclusive of the armies, and would continue so through the autumn of that year? and to what cause was such expected demand or scarcity attributed?

Interrogatory 8. Was not Mr. Samuel Williams, of London, to whom you were ordered to remit proceeds of said cargo, a native citizen of the United States, who was formerly consul of the United States at that place?

Interrogatory 9. Of whom and by whom of the claimants was the

passport, commonly called a license, that was on board the *Ariadne* obtained?

Interrogatory 10. Was the said passport relied on as a complete protection for the property on board and the vessel after the same should get off the American coast, beyond the cruising limits of Admiral Sawyer's squadron? If nay, was it expected or believed, as you know, by the said claimants that the British, from humanity, would suffer provisions to be carried to the inhabitants of Cadiz, as they had done before to Spain in like circumstances of distress from actual or expected scarcity?

Interrogatory 11. In obtaining the said passport did the said claimants come under any obligation whatever to supply, aid, comfort, or assist the enemy, or conduct otherwise, in any respect, than they would have conducted with the said vessel and cargo if no such passport had been obtained?

Interrogatory 12. Were not the said claimants, as you know, or for what reason believe, extremely anxious and careful to ascertain how far they might, consistently with the laws of the United States, avail of such a passport to elude the vigilance of the enemy then blockading, or on the coast of the United States? And do you not know that they sincerely and truly intended to observe most scrupulously the laws of the United States, and to avoid the violation of any of them, and even the slightest disregard of what might be deemed the duty of a citizen; and if they had otherwise intended or been disposed, should you or not, from the connexion you had with them, been fully apprised of their views?

Filed by—

GEORGE SULLIVAN,

Proctor and Attorney for the Claimants and Appellants.

Filed in the clerk's office this 19th December, 1816.

Attest:

JNO. W. DAVIS, *Clerk.*

UNITED STATES OF AMERICA, }
Supreme Court of the United States, } *ss.*

FEBRUARY TERM, 1857.

In the case of the United States vs. ship Ariadne, Nathaniel Goddard, and all claimants and appellants.

Interrogatories to be put, on behalf of the claimants and appellants, to George Cabot, a witness produced by them:

Interrogatory 1. Do you know the claimants and appellants in this cause, and have you known them many years?

Interrogatory 2. Did they advise or consult with you respecting the voyage of the *Ariadne* from Alexandria to Cadiz in the summer and autumn of 1812?

Interrogatory 3. What was the particular subject on which they advised with you in relation to the same? Please to state the same specially?

Interrogatory 4. Do you know, or what reason have you to believe, that they did not intend to trade with or supply the enemy of the United States or his allies with provisions, or the contrary? Be pleased to state the same fully?

Interrogatory 5. In planning or pursuing the said voyage were they, as you know, or for what reason believe, desirous of observing in all respects the laws of the United States relative to intercourse with their enemy?

Interrogatory 6. Were they scrupulous touching their conduct in said voyage in relation to the enemy, or were they willing, as you believe, to avail of any doubtful construction of the law to carry on commerce with him, or profit by sales of breadstuffs for his or the army of his allies' consumption?

Interrogatory 7. Do you know any other matter, fact, or thing, which may tend to show that the appellants did not intend to trade with or supply the enemy of the United States or his allies, and that they were anxious in planning and prosecuting said voyage to observe in all respects the laws of the United States and their duties as citizens? If yea, state the same particularly, as if thereunto specially interrogated, and state all you know respecting their intentions, and for what reason you believe that they were innocent?

Filed by—

GEORGE SULLIVAN,

Proctor and Attorney for the Claimants and Appellants.

Filed in the clerk's office this 19th December, 1816.

Attest:

JOHN W. DAVIS, *Clerk.*

SUPREME COURT OF THE UNITED STATES.

THE UNITED STATES AND THE OFFICERS OF THE UNITED STATES BRIG-OF-WAR ARGUS, Appellees, *ads.* THE SHIP ADRIADNE AND CARGO, Appellants.

Cross-interrogatories by the appellants, to be put to a witness on the part of the appellants:

Interrogatory 1. Are you a citizen of the United States, and where did you reside at the time the facts mentioned in your answers to the direct interrogatories took place, and where was your domicil during the late war between Great Britain and the United States, or any period thereof?

Interrogatory 2. Are you interested in the above entitled cause, directly or indirectly?

Interrogatory 3. Are you to be gainer or loser by the event of said cause?

Interrogatory 4. How did you, at the above period, or do you stand related in interest or business with the captain or owners of the Ariadne, or the shippers or any of them in the voyage alluded to in the direct interrogatories, or were you consignee as to said voyage or otherwise?

Interrogatory 5. Did you know, or had you cause to believe, that

more papers were on board the *Ariadne* than you had personally inspected, or of the contents of which you had been apprised?

Interrogatory 6. Do you not believe that the *Ariadne*, on the voyage to which the direct interrogatories apply, had a license, passport, or protection of some kind on board, either from Great Britain or some person authorized or pretending to be authorized by Great Britain? or if you have heard to this effect, state from whom.

Interrogatory 7. Did you not believe that the *Ariadne* had papers on board of some kind which would have protected her, or have led to her protection, in the event of her meeting British cruisers on the voyage above referred to?

Interrogatory 8. Would you have entrusted your property on board had you not been of opinion that the *Ariadne* would pass on her voyage without capture by British cruisers, in case she were met by them?

Interrogatory 9. Did not the captain or supercargo, or some other person, by words or writing, or some other means, induce you to believe, or represent to you, that the *Ariadne* had a paper or papers on board which would protect her from British capture?

Interrogatory 10. Did you not understand, or do you not believe, that the cargo of the *Ariadne*, or part thereof, was intended to supply the British forces in Spain or Portugal, or some other place?

Interrogatory 11. Was it not your expectation that the British forces in Spain or Portugal would be the cause of producing a good price and easy sale of said cargo, or part thereof?

Interrogatory 12. How was the said cargo to be disposed of, and of what was the return cargo to consist?

Interrogatory 13. Do you or do you not know of any correspondence with — Allen, the person acting, or who has acted, as British consul at Boston, or any agent, or pretended agent of Great Britain, and any person connected with the *Ariadne*, or her cargo, respecting the said voyage of the *Ariadne*, or her cargo, or her return voyage; and if so, what was this correspondence? Was it in words or by letter, or, the signing of any paper or papers by the said Allen, or any person concerned or connected with said vessel and cargo, or the owners or persons concerned with the same?

Interrogatory 14. Do you or do you not know of any money paid by any person concerned or in anywise interested or connected in said voyage, vessel, or cargo, to the said Allen, as consul or otherwise, or any other person as consul or agent, or acting as consul or agent for the British government, or have you heard or been led to understand that such was the case, and how have you so learned or understood?

Interrogatory 15. Do you know of any bill or bills drawn in favor of the British government or a British subject, or any person whomsoever in Great Britain or its dependencies, directly or indirectly to benefit the said government or any such subjects, by any person or persons whomsoever, in consequence of, or in compensation or consideration of, any license, passports, or other papers signed or authorized by, or of any acts done or to be done, or of any assurances or promises made by the said — Allen, or any other person authorized, or pretending to be authorized, by the British government, or acting for that government, touching the said voyage, vessel, or cargo, or in

anywise connected with the same, or her return voyage or cargo ; or, if you do not know the above circumstances, or any part thereof, have you cause to believe that they or any of them took place ?

Interrogatory 16. Do you or do you not know, believe, or understand that, at and about the time alluded to in the direct interrogatories, the whole or the generality, or some of the vessels which arrived in Spain or Portugal from the United States of America, were supplied with British licenses, passports, or protections, and was it not conceived good policy to have them so supplied ?

Interrogatory 17. What was the probable number and strength of the British and allied military and naval forces at and near Cadiz, and in Spain and Portugal generally, at the times alluded to in the direct interrogatories ?

Interrogatory 18. Who do you know or believe were the real purchasers or actual consignees of the cargo of the Ariadne, or any part thereof, which arrived at Cadiz, or as the place may be, on her voyage from the United States, as alluded to in the answers to the direct interrogatories ; and did you not dispose of the same ; and were not brokers, or other agents or nominal vendees, resorted to in respect to said cargo or cargoes generally from the United States, to avoid the direct responsibility of selling to the British or allied armies or navy, or the appearance of a communication with either ?

Interrogatory 19. How were the avails of the cargo of the Ariadne, and every part thereof, disposed of or appropriated, on the voyage above alluded to, in Spain or Portugal, and if any bill or bills of exchange were purchased by any person in any transaction touching said cargo ; describe said bills ; on what country ; by whom and in whose favor were they drawn ?

Interrogatory 20. Did you or did you not, by letter or otherwise, intimate to or advise the shippers or owners, master or supercargo of the Ariadne and cargo, in the voyage above alluded to, to obtain in any manner whatsoever a license, protection, or passport of any kind soever as from the British government, or any of its officers, civil or military, for the purpose of protecting the Ariadne or cargo, or any part thereof, on her said voyage, from capture or molestation from British cruisers ; or were you in the habit of instructing or advising, or did you instruct or advise, any of your American correspondents or acquaintances to this effect ?

Interrogatory 21. Did you in any letter or letters or communications to the United States in any way recommend the shipment of provisions, or other articles, for the supply of the British or allied army or navy in Spain or Portugal ; and if so, when, and how, and to whom did you give or send such advice, or did you not send or give an opinion to any person connected in the voyage aforesaid, or other persons in the United States, that shipments from thence to Spain or Portugal would be advisable, on account of the increased consumption by the military or naval forces of Great Britain, or her allies in those kingdoms ; and if so, when did you give or send such opinion ?

Interrogatory 22. Had you a commercial connexion by the name of _____, or a partner or partners in England or its dependen-

cies, during the late war between Great Britain and the United States, or any period thereof? if so, describe him or them by name.

Interrogatory 23. Were not arrivals at Cadiz with provisions or supplies for the British or allied armies frequent; or if not frequent, did they not take place in some degree?

Interrogatory 24. Did not the British and allied armies frequently, and if not, occasionally obtain supplies from provisions or other articles which had arrived at Cadiz?

Interrogatory 25. If you have any documents or letters or other papers in your possession, or at your command, touching the foregoing cross-interrogatories, will you annex the same or copies thereof to your answers?

Interrogatory 26. Did you know of any circumstances, fact or facts, document or documents, in anywise touching the license, the passports, the cargo, the sales or the bill or bills, transaction or transactions in any of the foregoing cross-interrogatories alluded to and not by you to these interrogatories fully answered? if so, make answer unto the same as particularly as if specially and at large interrogated.

Interrogatory 27. Were you not in Great Britain or some of her dependencies during the said war, or some, and if some, what periods thereof, and at what place or places?

Interrogatory 28. What were your occupations and objects when in Great Britain or any of her dependencies, as referred to in the above twenty-seventh cross-interrogatory?

Interrogatory 29. Were you not in ports or places of Europe during the war last above referred unto; and if yea, what ports or places and at what times as to each port and place, in what trade or business during said periods, and in said several ports or places were you concerned, either directly or indirectly, and with what countries, ports or places was such trade or business carried on, and in what articles?

JNO. WOODWARD,
Advocate for Appellees.

Honorable DANIEL DAVIS,
Commissioner.

Filed by G. Sullivan, esq., in behalf of Mr. Woodward, January 1, 1817.

A true copy, attest :

WM. S. SHAW, *Clerk.*

Depositions of William Farris, produced, sworn and examined on the twenty-third day of January, in the year of our Lord eighteen hundred and seventeen, by virtue of a commission issued out of the circuit court of the United States for the first circuit, to us directed, for the examination of said Farris and others, in a certain cause now pending in the Supreme Court of the United States, wherein the United States of America are libellants against the ship Ariadne and cargo, and Nathaniel Goddard and others are claimants and appellants, on behalf of the claimants and appellants, as follows:

DAN'L DAVIS,
CHARLES PELHAM CURTIS,
Commissioners..

The answers of William Farris to the interrogatories annexed to this commission, and put to the said William Farris on the part of the claimants and appellants :

1. To the first interrogatory he answers : That he was.

2. To the second interrogatory he answers : That he was employed as supercargo of the *Ariadne*, by Mr. Nathaniel Goddard, the owner, who was also a shipper, and by the other shippers of the cargo ; that he was ordered by his said employers to proceed to Cadiz, and there to dispose of his cargo, and to remit the principal part of the proceeds to Mr. Samuel Williams, London, and the remainder to another person in London, whose name he does not remember ; that he received no instructions of any kind, either written or verbal, other than those contained in the letters of the claimants, all which were by him delivered to the captors at sea.

3. To the third interrogatory he answers : That the sole destination of said vessel and cargo was to Cadiz ; and that he had no authority, either express or implied, to alter her destination to any other port or place under any circumstances.

4. To the fourth interrogatory he answers : That he had received no instructions to consign his cargo to any particular house or houses in Cadiz ; that he was allowed by his employers a commission of five per cent., out of which he was to pay all charges of brokerage or commissions to the house who should transact his business in Cadiz ; that for this purpose he was empowered to employ any reputable house ; and that previous to his departure from Boston, he procured the names of several respectable houses in Cadiz ; all of whom were Spanish or American, but no intentions were entertained by him of employing any English house or agent whatever.

5. To the fifth interrogatory he answers : That it was not the intention or design of the owners or shippers of said cargo to dispose of the same to the British or allied armies, or for their use and benefit, directly or indirectly ; that, on the contrary, they constantly and uniformly intended and expected that said cargo would be sold to the inhabitants of the city of Cadiz, and for their use and consumption ; that the voyage of the *Ariadne* was undertaken in consequence of a belief that great numbers of persons had fled from the country into the city to avoid the French army, and that, of course, the consumption and demand would be proportionally increased.

6. To the sixth interrogatory he answers : That, from a full and complete knowledge of the sentiments of the owners and shippers of said cargo, he is able to state positively and explicitly that there was not the most distant intention or design on their part to trade with the enemy of the United States or his allies, or directly or indirectly to derive any profit or advantage whatever from any dealing or intercourse with the said enemy of the United States, or his allies, or the officers or agents of either of them.

7. To the seventh interrogatory he answers : That he was not in Boston during the months of July, August, and September, A. D. 1812, except a few days previous to his departure for Alexandria to join the *Ariadne*, and cannot state the information received in Boston during that period of his own knowledge, but from repeated conver-

sations with the shippers of the cargo, on board the *Ariadne*, prior to his said departure from Boston; he is positive that the voyage was undertaken and pursued in expectation of disposing of said cargo to the citizens and inhabitants of Cadiz, as stated in his answer to the fifth interrogatory, and it was firmly believed by them that the demand and consumption were, and would continue to be, much increased by the causes alleged in his said answer to the fifth interrogatory.

8. To the eighth interrogatory he answers: That Samuel Williams, to whom he was directed to remit the greater part of the proceeds of his cargo, is a native citizen of the United States, and was formerly consul for the United States at London.

9. To the ninth interrogatory he answers: That by the direction of Mr. Goddard, the owner of the *Ariadne*, he received from Samuel F. Coolidge, a citizen of Boston, the passport mentioned in said interrogatory, but he does not know which of the concerned applied to Mr. Coolidge for it.

10. To the tenth interrogatory he answers: That the concerned did not rely on said passport as a protection against any cruisers, other than those under command of Admiral Sawyer, but they believed that the British would, from motives of humanity, allow provisions to be furnished to the inhabitants of Cadiz, and would, therefore, refrain from capturing vessels so employed.

11. To the eleventh interrogatory he answers: That he does not know which of the concerned applied to Mr. Coolidge for said passport, and cannot state directly that there were no engagements entered into by him or them of the nature described in this interrogatory, but, from the great confidence placed in him by all the concerned in said vessel and cargo, he is certain that, if any such obligation or engagement had been made, he would have been informed of it; that he had not, nor has he to this day, any knowledge whatever of any such engagement, and he firmly believes that no engagement of the nature described, or having such an object, was made or entered into by all or either of said concerned in relation to the voyage aforesaid. He is confident, from a full knowledge of the circumstances, that the said owners and shippers had no design to aid or assist the enemy of the United States, directly or indirectly, and that their conduct towards the said enemy was not different from what it would have been had no such passport been procured and employed.

12. To the twelfth interrogatory he answers: That the said claimants were very careful to avoid a breach or infringement of any of the laws of nations or of the United States in employing said passport and in prosecuting said voyage; that after procuring a passport from Mr. Coolidge, by Mr. Goddard's directions, the same was examined carefully by the concerned, who, finding that it was too general in its terms in relation to the destination of the vessel, directed the deponent to return it to Mr. Coolidge with this objection, which was done; that, a few days after, the deponent received from said Coolidge another passport, which was the one found on board the vessel when she was captured; that, from repeated conversations with the con-

cerned, he knows that they all considered the employment of said passport last mentioned as not inconsistent with their duty as good citizens, or in any way infringing the laws of nations or of the United States; and from the reasons before stated he is confident that if the said claimants had entertained any designs other than those above mentioned he would have known or discovered them, as the sole management of said enterprise was committed to him exclusively. At the period here alluded to the master of the Ariadne was at Alexandria, in charge of his ship, and was entirely ignorant of the circumstances and details hereinbefore described.

WILLIAM FARRIS.

And the said William Farris further answers to the cross-interrogatories annexed to this commission, and put to him on the part of the libellants and appellees :

1. To the first cross-interrogatory he answers: That he is a citizen of the United States, and has resided in Newburyport, in the commonwealth of Massachusetts, for more than thirty years now last past.

2. To the second cross interrogatory he answers: That he is not interested in said cause in any way or manner whatever.

3. To the third cross-interrogatory he answers in the negative.

4. To the fourth cross-interrogatory he answers: That he was supercargo of the Ariadne, and would have been entitled for his services in such capacity to a commission of five per cent. on the sales of said cargo, as stated in answer to the second and fourth interrogatories; that he was not, at said period, nor has he been at any time since, interested or connected in business, in any way or manner, with the captain, owners or shippers of the Ariadne and cargo, or either of them, other than as above stated.

5. To the fifth cross-interrogatory he answers: That he is positive there were no papers on board the Ariadne with which he was not acquainted, except the orders to the master, which were transmitted to him by the deponent, but which he does not recollect to have read; and that all the papers in his possession, or within his knowledge, were by him delivered to the captors at sea.

6. To the sixth cross-interrogatory he answers: That he can make no other answer to this cross-interrogatory than is contained in his answers to the ninth and twelfth interrogatories.

7. To the seventh cross-interrogatory he answers: That he is certain there were no papers on board the Ariadne by which she would have been protected against capture by British cruisers, other than the paper mentioned in his answer to the twelfth interrogatory; he is unable to say whether said paper would have protected said property, as the Ariadne was captured by the Argus, without having met with any British cruiser.

8. To the eighth cross-interrogatory he answers: That he had no property on board the Ariadne.

9. To the ninth cross-interrogatory he makes the same answer as to the seventh cross-interrogatory.

10. To the tenth cross-interrogatory he answers: That he is posi-

ive there was no intention or design on the part of the owners or shippers of the *Ariadne* to supply or assist the British forces in Spain or Portugal, directly or indirectly.

11. To the eleventh cross-interrogatory he answers: That he was bound to Cadiz, and had no authority or intention to proceed to any port in Portugal; and that the expectation of a ready sale for said cargo in Cadiz was founded on the reasons assigned in his answers to the fifth and seventh interrogatories, and on no other grounds.

12. To the twelfth cross-interrogatory he answers: That the cargo was to be sold and the proceeds thereof remitted in manner as stated in answer to the second interrogatory, and that he had no instructions to send home any return cargo whatever.

13. To the thirteenth cross-interrogatory he answers: That he has no knowledge of any correspondence with Allen in relation to said voyage or any other subject, nor with any other person or persons, except what is stated in answer to the ninth and twelfth interrogatories.

14. To the fourteenth cross-interrogatory he answers: That he does not know or believe that any money was paid to said Allen, or to any person in his behalf, or in behalf of the British government, nor has he ever heard that any money was so paid. But, in the event of the arrival of the *Ariadne* at Cadiz, he was ordered to remit nineteen hundred and ten dollars per account of Samuel F. Coolidge, to be assessed on the whole cargo.

15. To the fifteenth cross-interrogatory he answers: That he has no knowledge of any bill or bills having been drawn in manner as stated in said cross-interrogatory, and for such consideration; nor does he believe that any such were drawn.

16. To the sixteenth cross-interrogatory he answers: That he does not know whether the use of passports was general or not at the period alluded to; that the *Ariadne* was furnished with one, which was found on board.

17. To the seventeenth cross-interrogatory: He knows nothing of the matter of said cross-interrogatory, not having been in Spain or Portugal during the late war between Great Britain and the United States, nor for many years prior thereto.

18. To the eighteenth cross-interrogatory he answers: That he did not proceed to Cadiz in the *Ariadne*, and knows nothing of the matter of said cross-interrogatory.

19, 20, and 21. To the nineteenth, twentieth, and twenty-first cross-interrogatories he answers: That he knows nothing of the matters therein contained, from the reason above stated.

22. To the twenty-second cross-interrogatory he answers in the negative.

23 and 24. To the twenty-third and twenty-fourth cross-interrogatories he answers: That he knows nothing of the matter thereof.

25. To the twenty-fifth cross-interrogatory he answers: That he has not, nor ever has had, any papers relating to the matter of these cross-interrogatories, other than those delivered by him to the captors at sea.

26. To the twenty-sixth cross-interrogatory he answers: That he has fully stated in his answers to these interrogatories and cross-inter-

rogatories all the facts, matters, and things within his knowledge, touching the voyage of the Ariadne and cargo.

27. To the twenty-seventh cross-interrogatory he answers: That he was not in Great Britain or any of her dependencies during the late war, nor for more than fifteen years prior thereto.

28. To the twenty-eighth cross-interrogatory he answers in the same manner as to the twenty-seventh.

29. To the twenty-ninth cross-interrogatory he answers: That he was not out of the United States during the late war, except the voyage commenced by him in the Ariadne, when she was captured by the Argus; and that he did not at that time, till his return to the United States, enter any port or place whatever, but was constantly at sea.

WILLIAM FARRIS.

DANIEL DAVIS,
CHARLES PELHAM CURTIS,
Commissioners.

The deposition of George Cabot, of Boston, in the county of Suffolk, and district of Massachusetts, esquire, produced, sworn, and examined on the fifteenth day of January, in the year of our Lord one thousand eight hundred and seventeen, by virtue of a commission issued out of the circuit court of the United States for the first circuit, directed to me, the subscriber, and to Charles P. Curtis, or either of us, for the examination of the said George Cabot in a certain cause now pending in the Supreme Court of the United States, wherein the said United States are libellants and appellees against the ship Ariadne and cargo, and Nathaniel Goddard *et al.* are claimants and appellants on behalf of the claimants and appellants, as follows.

DAN'L DAVIS,
Commissioner.

The answer of George Cabot to the interrogatories on the part of the claimants and appellants annexed to this commission.

1. To the first interrogatory he saith: That he hath known Mr. Nathaniel Goddard and the Messrs. Amory and Perkins many years; whether there are other owners of the Ariadne or not, this deponent cannot answer.

2. To the second interrogatory he saith: That Mr. James Perkins, Mr. S. G. Perkins, and Mr. Thomas C. Amory, (and especially the latter,) consulted him several times and very fully on the legality of carrying provisions to Spain and Portugal, under such protection as might be derived from the paper known by the name of Sawyer's license, but he does not recollect that the voyage of the Ariadne was particularly mentioned.

3. To the third interrogatory he saith: That the particular subject on which they consulted was the lawfulness and propriety of using

such a paper from an enemy for a voyage innocent in itself, but by which that enemy might be benefitted through his friends and allies, who were in amity with the United States ; and on this point they all agreed in opinion that the principles and practice of the commercial nations of Europe would sanction such a voyage.

4. To the fourth interrogatory he saith : That he hath no knowledge of the particular destination of the Ariadne's cargo, nor of any shipment of this nature, other than that they were intended for such port of Spain or Portugal as, in the judgment of the shippers, offered the highest price.

5. To the fifth interrogatory he saith : That all those persons who consulted him expressed the greatest solicitude to avoid anything which could be construed as in any respect contrary to the laws of the United States.

6. To the sixth interrogatory he saith : That no doubts were entertained that in these voyages the cargo, when arrived in a neutral country, might pass through the hands of neutral purchasers or factors to persons of any character without implicating the first owners in any manner whatever.

7. To the seventh interrogatory he saith : That he recollects no particular fact that shows the intent of any shippers of provisions to Spain and Portugal, but repeats, as to this particular, that all of them who conversed with him or spoke on the subject, or in his hearing, manifested great anxiety to avoid any offence against the laws of the United States.

GEORGE CABOT.

And the said George Cabot further answers to the cross interrogatories of the libellants and appellees annexed to this commission as follows, viz :

1. To the first cross-interrogatory he saith : That he is a citizen of the United States ; has resided at and had his domicile in Boston during the late war.

2. To the second cross-interrogatory he answereth : That he is not.

3. To the third cross interrogatory he answereth : Neither.

4. To the fourth cross-interrogatory he answereth : That he hath no connexion with any of them, and that he was not the consignee.

5. To the fifth cross interrogatory he answereth : That he will answer this interrogatory in his answer to the sixth and next following cross-interrogatory.

6. To the sixth cross-interrogatory he saith : That he has always believed that the Ariadne had a "Sawyer's license," so called, on the voyage alluded to, but has no reason to believe she had any other paper on board, except the usual ones from the custom-house.

7. To the seventh cross-interrogatory he saith : That the answer is contained in the above answer to the sixth cross-interrogatory.

8. To the eighth cross-interrogatory he saith : That he would not.

9. To the ninth cross-interrogatory he saith: That he did so believe.

10. To the tenth cross-interrogatory he saith: That he believes that the cargo of the Ariadne was intended to be carried to a lawful port and disposed of in a lawful manner.

11. To the eleventh cross-interrogatory he saith: That there could be no doubt that the great auxiliary force in Spain and Portugal, with their great pecuniary resources, would facilitate sales at good prices.

12. To the twelfth cross-interrogatory he saith: That he cannot answer; he knows nothing concerning it.

13. To the thirteenth cross-interrogatory he saith: That he knoweth nothing.

14. To the fourteenth cross-interrogatory he saith: That he knows of no money paid by any person whatever to the said Allen, or to any agent whatever; but hath often heard, and generally understood that the papers called licenses were bought and sold freely in the market.

15. To the fifteenth cross-interrogatory he saith: That to every particular contained in this interrogatory, he answereth in the negative.

16. To the sixteenth cross-interrogatory he saith: That he does believe that the greater part of the vessels going from this country to Spain and Portugal were supplied with licenses.

17. To the seventeenth cross-interrogatory he saith: That if he ever knew, he doth not now recollect.

18. To the eighteenth cross-interrogatory he saith: That he hath no knowledge whatever relative thereto.

19. To the nineteenth cross interrogatory he saith: That he knoweth nothing thereupon.

20. To the twentieth cross-interrogatory he saith: That he gave no such advice in the particular case of the Ariadne; but to those persons who inquired he often expressed his opinion that such voyages were perfectly fair; and that he believed, though he was not certain, that the British court of appeals, after the war ending in 1763, gave a judicial sanction to voyages of a much more questionable character.

21. To the twenty-first cross-interrogatory he saith: That he does not.

22. To the twenty-second cross-interrogatory he answereth: That he had not.

23. To the twenty-third cross-interrogatory he saith: That he hath so understood, but hath no personal knowledge of the fact.

24. To the twenty-fourth cross-interrogatory he saith: In the same manner as to the twenty-third.

25. To the twenty-fifth cross-interrogatory he saith: That he has none.

26. To the twenty-sixth cross-interrogatory he saith: That he knoweth not.

27. To the twenty-seventh cross-interrogatory he saith: That he was not in Great Britain, nor in any of her dependencies, nor was he out of New England at any time during the late war.

28 and 29. To the twenty-eighth and twenty-ninth cross-interrogatories he saith: That he answers the same as to the twenty-seventh.

GEORGE CABOT.

DANIEL DAVIS, *Commissioner*.

Fees for executing this commission, \$50.