

to his Catholic Majesty; he then proceeded to build Batteries, Store Houses, &c. in the Execution of which he forcibly employed some of the Crew of the *Iphigenia*, and many of them who attempted to resist were very severely punished.

That during the Time the Commander of the *Iphigenia* remained in Captivity, he had frequently been urged by Don Martinez to sign an Instrument, purporting, as he was informed (not understanding himself the Spanish Language) that Don Martinez had found him at Anchor in Nootka Sound; that he was at that Time in great Distress; that he had furnished him with every Thing necessary for his Passage to the Sandwich Islands, and that his Navigation had in no respect been molested or interrupted; but which Paper, on Inspection of a Copy thereof, delivered to Mr. Douglas, and hereunto annexed (N^o 2.) appears to be an Obligation from him and Mr. Vinania, the Second Captain, on the Part of their Owners, to pay on Demand the Valuation of that Vessel, her Cargo, &c. in case the Vice-roy of New Spain should adjudge her to be lawful Prize, for entering the Port of Nootka without the Permission of his Catholic Majesty; that Captain Douglas, conceiving that the Port of Nootka did not belong to his Catholic Majesty, did frequently refuse to accede to this Proposal, but that Don Martinez, partly by Threats, and partly by Promises of restoring him to his Command, and of furnishing him with such Supplies of Stores and Provisions as he might stand in need of, ultimately carried his Point; and having so done, he, on the 26th of the same Month, was restored to the Command of the *Iphigenia*, but restrained from proceeding to sea, until the Return of the *N. W. America*, insisting that he should then dispose of her for 400 Dollars, the Price which One of the American Captains had set upon her.

That during the Time the Spaniards held Possession of the *Iphigenia*, she was stripped of all the Merchandize which had been provided for trading, as also of her Stores, Provisions, Nautical Instruments, Charts, &c. and in short every other Article (excepting 12 Bars of Iron) which they could conveniently carry away, even to the Extent of the Master's Watch, and Articles of Cloathing.

That the Commander of the *Iphigenia*, finding himself thus distressed, applied for Relief, and after much Solicitation obtained a trifling Supply of Stores and Provisions, for which he was called upon to give Bills on his Owners. The Articles so supplied were charged at a most exorbitant Price, and very unequal in Quality or Quantity to those which had been taken from him.

That notwithstanding what had been insisted on by Don Martinez, respecting the Sale of the *N. W. America*, he had constantly refused to dispose of that Vessel on any Ground, alledging that, as she did not belong to him, he had no Right to dispose of her; that the *N. W. America* not returning so soon as was expected, he (Captain Douglas) was told by Don Martinez, that on his ordering that Vessel to be delivered to him for the Use of His Catholic Majesty, he should have Liberty to depart with the *Iphigenia*; that he accordingly, on the First of June, wrote a Letter to the Master of the *N. W. America*, but cautiously avoided any Directions to the Effect desired*, and availing himself of Don Martinez's Ignorance of the English Language, he instantly sailed from Nootka Sound, though in a very unfit Condition to proceed on such a Voyage, leaving behind him the Two American Vessels which had been suffered to continue there unmolested by the Spaniards, from the Time of their First Arrival; that the *Iphigenia* proceeded from thence to the Sandwich Islands, and after obtaining there such Supplies as they were enabled to procure with the Iron before mentioned, returned to China, and Anchored there in the Month of October 1789.

Your Memorialist thinks it necessary upon this Occasion to explain, that in order to evade the excessive high Port Charges demanded by the Chinese from all other European Nations, excepting the Portuguese, that he and his Associates had obtained the Name of Juan Cawalho to their Firm, though he had no actual Concern in their Stock; that Cawalho, though by Birth a Portuguese, had been naturalized at Bombay, and had resided there for many Years, under the Protection of the East India Company, and had carried on an extensive Trade from thence to their several Settlements in that Part of the World.

That the Intimacy subsisting between Cawalho and the Governor of Macao had been the principal Cause of their forming this nominal Connection, and that Cawalho had in Consequence obtained his Permission that the Two Ships above mentioned, in case it should be found convenient so to do, should be allowed to navigate under, or claim any Advantages granted, to the Portuguese Flag.

That this Permission had answered the Purpose of your Memorialist, so far as respected the Port Charges of the Chinese, until the Return of the *Iphigenia*; but the Portuguese Governor dying soon after her Departure, and Cawalho becoming a Bankrupt, his Creditors demanded his Interest in that Ship; that your Memorialist having resisted their Claim, an Application was made by them to the succeeding Governor for Possession of the Ship; that the Governor had, in Consequence, investigated the Transaction, and finding that Cawalho had no actual Concern or Interest in the Property, obliged her to quit the Port; that this Proceeding had subjected the *Iphigenia* at once to the increased Port Charges, which were instantly demanded by, and paid to the Chinese.

Your Memorialist has stated this Transaction thus fully, in order to shew, that the *Iphigenia* and her Cargo were actually and bona fide British Property, as well as to explain the Occasion

* Vide
Iphigenia's
Journal.