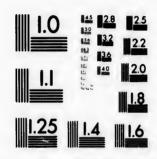
MI 25 MI 4 MI 60 MI 120 MI 120

IMAGE EVALUATION TEST TARGET (MT-3)



Photographic Sciences Corporation

23 WEST MAIN STREET WEBSTER, N.Y. 14580 (716) 872-4503

OTH FIM GENTLE ON



CIHM/ICMH Microfiche Series. CIHM/ICMH Collection de microfiches.





Technical and Bibliographic Notes/Notes techniques et bibliographiques

Ti

pi of fil

O bit si oi fii si oi

Ti si Ti w

origin copy whice repre-	Institute has attem; nal copy available f which may be bible th may alter any of oduction, or which usual method of film	or filming. Featu lographically ur the images in ti may significanti	q d p u	'Institut a microfilmé le meilleur exemplaire u'il lui a été possible de se procurer. Les détails e cet exemplaire qui sont peut-être uniques du oint de vue bibliographique, qui peuvent modifier ne image reproduite, ou qui peuvent exiger une nodification dans la méthode normale de filmage ont indiqués ci-dessous.						tails du odifier une	
$\overline{\mathbf{M}}$	Coloured covers/ Couverture de cou	leur				Coloured p					
	Covers damaged/ Couverture endom	nmagée				Pages dan Pages end		18			
	Covers restored at Couverture restau					Pages rest Pages rest					
	Cover title missing Le titre de couver			[Pages disc Pages déc					
	Coloured maps/ Cartes géographiq	ues en couleur				Pages dete Pages dét					
	Coloured ink (i.e. Encre de couleur (re)		Showthro: Transpare					
	Coloured plates at Planches et/ou ille					Quality of print varies/ Qualité inégale de l'impression					
	Bound with other Relié avec d'autre					Includes supplementary material/ Comprend du matériel supplémentaire					
	Tight binding may along interior mar La reliure serrée p distortion le long	gin/ eut causer de l'	ombre ou c			Only editions Seuie édit	ion dispo	nible rtially o	bscure	ed by (orrata
	Blank leaves adde appear within the have been omitte il se peut que cer lors d'une restaur mais, lorsque cela pas été filmées.	text. Whenever d from filming/ taines pages bia stion apparaisse	r possible, t inches ajou int dans le	tées texte,		slips, tissuensure the Les pages obscurcies etc., ont é obtenir la	best pos totaleme par un f ité filmée	sible in nt ou p euillet d s å nou	nage/ artielle l'errati veau d	ment s, une le faço	pelure,
	Additional commo										
Ce d	item is filmed at ti locument est filmé	eu teux de rédu	ction indiq	ué ci-dessous			new .		•		
10×	(14)		18X	22X		T	26X	ТТ	/ 30	<u> </u>	
L	12X	16X		20X		24X		28X	<u> </u>		32X

The copy filmed here has been reproduced thanks to the generosity of:

Library of the Public Archives of Canada

The images appearing here are the best quality possible considering the condition and legibility of the original copy and in keeping with the filming contract specifications.

Original copies in printed paper covers are filmed beginning with the front cover and ending on the last page with a printed or illustrated impression, or the back cover when appropriate. All other original copies are filmed beginning on the first page with a printed or illustrated impression, and ending on the last page with a printed or illustrated impression.

The last recorded frame on each microfiche shall contain the symbol → (meaning "CONTINUED"), or the symbol ▼ (meaning "END"), whichever applies.

Maps, plates, charts, etc., may be filmed at different reduction ratios. Those too large to be entirely included in one exposure are filmed beginning in the upper left hand corner, left to right and top to bottom, as many frames as required. The following diagrams illustrate the method:

L'examplaire filmé fut reproduit grâce à la générosité de:

La bibliothèque des Archives publiques du Canada

Les images suivantes ont été reproduites avec le plus grand soin, compte tenu de la condition et de la netteté de l'exemplaire filmé, et en conformité avec les conditions du contrat de filmage.

Les exemplaires originaux dont la couverture en papier est imprimée sont filmés en commençant par le premier plat et en terminant soit par la dernière page qui comporte une empreinte d'impression ou d'illustration, soit par le second plat, selon le cas. Tous les autres exemplaires originaux sont filmés en commençant par la première page qui comporte une empreinte d'impression ou d'illustration et en terminant par la dernière page qui comporte une telle empreinte.

Un des symboles suivants apparaîtra sur la dérnière image de chaque microfiche, selon le cas: le symbole → signifie "A SUIVRE", le symbole ▼ signifie "FIN".

Les cartes, planches, tableaux, etc., peuvent être filmés à des taux de réduction différents. Lorsque le document est trop grand pour être reproduit en un seul cliché, il est filmé à pertir de l'angle supérieur gauche, de gauche à droite, et de haut en bas, en prenant le nombre d'Images nécessaire. Les diagrammes suivants illustrent la méthode.

1	2	3

1	
2	
3	

1	2	3
4	5	6

errata to

itails

s du iodifier

r une

Image

pelure, on à

32X



RE SEIZURE OF

"COQUITLAM,"

RE CLAIM OF

R. P. RITHET & COMPANY,

LIMITED.

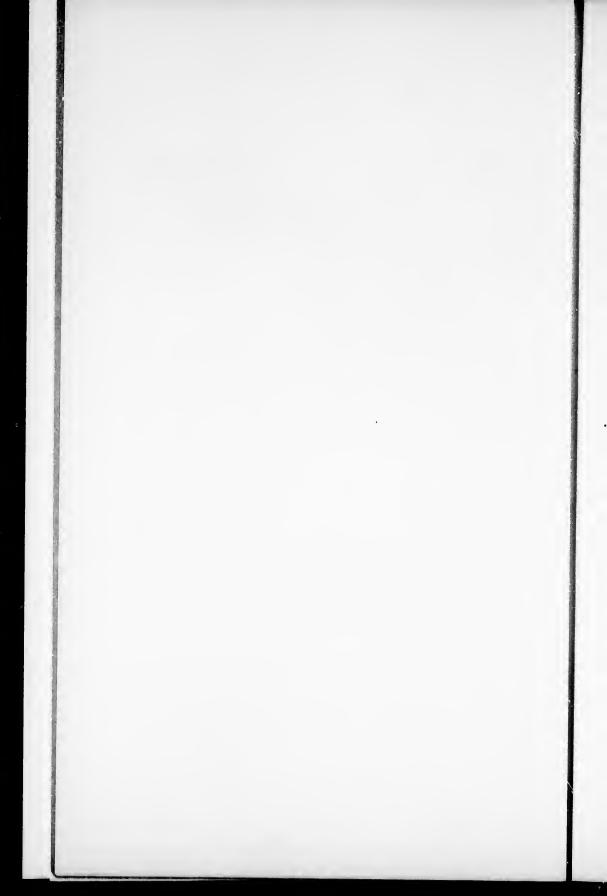
Declaration of Roads Seabrook, Verifying Claim.

BODWELL & DUFF,
Solicitors,
VICTORIA, B. C.

DOMINION OF CANADA,
PROVINCE OF BRITISH COLUMBIA,
TO WIT:

In the Matter of the seizure by the United States Government, and the condemnation of the Steamship "Coquitlam" and cargo.

- I, ROADS SEABROOK, of the City of Victoria, in the Province of British Columbia, Do Solemnly Declare as follows:—
- I am the Vice-President of "R. P. Rithet & Company, Limited," and have a personal knowledge of the matters hereinafter referred to.
- 2. The said "R. P. Rithet & Company, Limited," in the year 1891, and during the times referred to in the memorial which has been forwarded to His Excellency the Governor-General in this matter, a copy of which is marked Exhibit "A" to this declaration, were and are still, the manages of the following schooners referred to in the said memorial, namely: the "Umbrina," the "Brenda," the "Maude S," the "Dora Sieward," the "Mascot," the "Carmolite," the "W. L. Rich," the "Sadie Turpel," and the "Annie C. Moore."
- 3. The paper writing now produced and shewn to me and marked as exhibit "C" to this declaration is an account which I have had prepared shewing the amount of supplies furnished to the scaling schooners "Dora Sieward," "Mascot," "Carmolite," "W. L. Rich," "Sadie Turpel," and "Annie C. Moore," and placed on board the steamship "Coquitlam" to be delivered to them in the North Pacific Ocean under the circumstances set out in the said memorial.
- 4. All the said supplies were furnished by the said "R. P. Rithet & Company, Limited," and the sums set out in the said exhibit "C" are the reasonable and proper charges for the same.
- 5. The paper writing now produced and shewn to me and marked exhibit "D" to this declaration is a statement shewing the loss caused by deterioration of the fur seal skins taken from the schooners "Umbrina," "Brenda" and "Maude S." at the time and in the manner set out in the said memorial, and which were seized by the United States authorities on board the steamer "Coquitlam" as aforesaid.
- 6. I have personal knowledge of the fact that the average price of seal skins at the port of Victoria in the season of 1892 was \$13.00, and that the skins taken from the schooners referred to in the last paragraph were sold by "R. P. Rithet & Company, Limited," for the sum of \$10.50 per skin.



- 7. The said "R. P. Rithet & Company, Limited," acted as the disbursing agents for the schooners represented by them, and also for the owners of all the other schooners referred to in the said memorial, in respect of the payments into the Bank of British Columbia for securing the bond referred to in the said memorial, the settlement with the charterers and owners of the steamship "Coquitlam," and in the payment of all legal, and other charges and expenses, connected with the litigation referred to in the said memorial.
- The usual and proper allowance to disbursing agents at the port of Victoria under such circumstances is a commission of five per cent. upon disbursements.
- 9. The paper writing now produced and shewn to me and marked exhibit "B" is a statement which I have had prepared shewing the payments made on account of the bond, freight for the "Coquitlam," interest, and legal and other expenses connected with the matters set forth in the said memorial, together with interest on said payments and commission as aforesaid, and legal expenses connected with the preparation of this claim.
- 10. I know of my own knowledge that all sums referred to in the said exhibit "B" as having been paid, were actually disbursed by the said "R. P. Rithet & Company, Limited," on their own behalf and as agents for the other owners at the times, and in the manner, specified in the said exhibit "B."

AND I make this solemn declaration conscientionsly believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the "Canada Evidence Act," 1893."

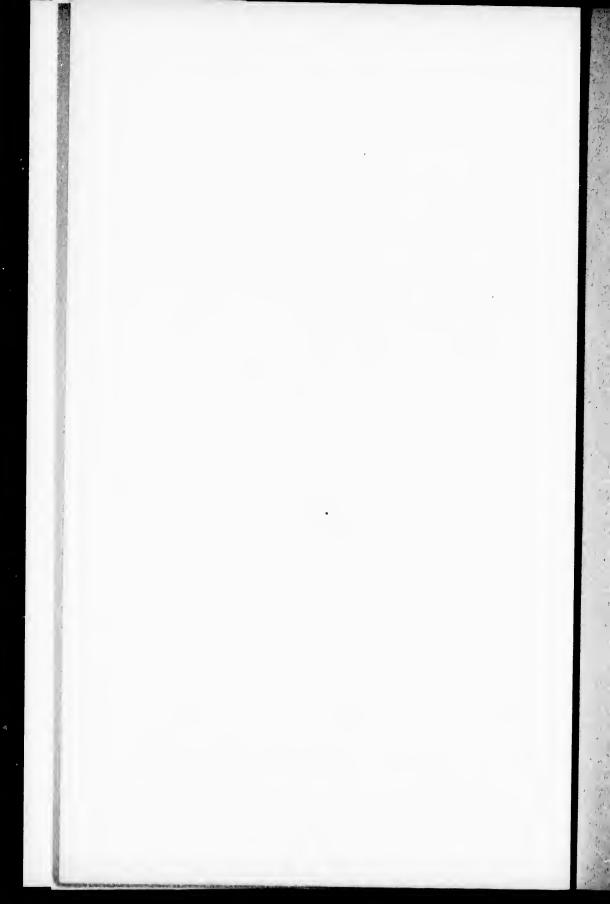
Declared before me at the City of Victoria, British Columbia, this 13th day of Angust, 1898.

" R. SEABROOK."

"LINDLEY CREASE,"

A Notary Public for the Province of British Columbia, residing at the City of Victoria.

Notarial Seal



MEMORIAL

RESPECTING THE

SEIZURE OF S. S. "COQUITLAM"

- BY THE -

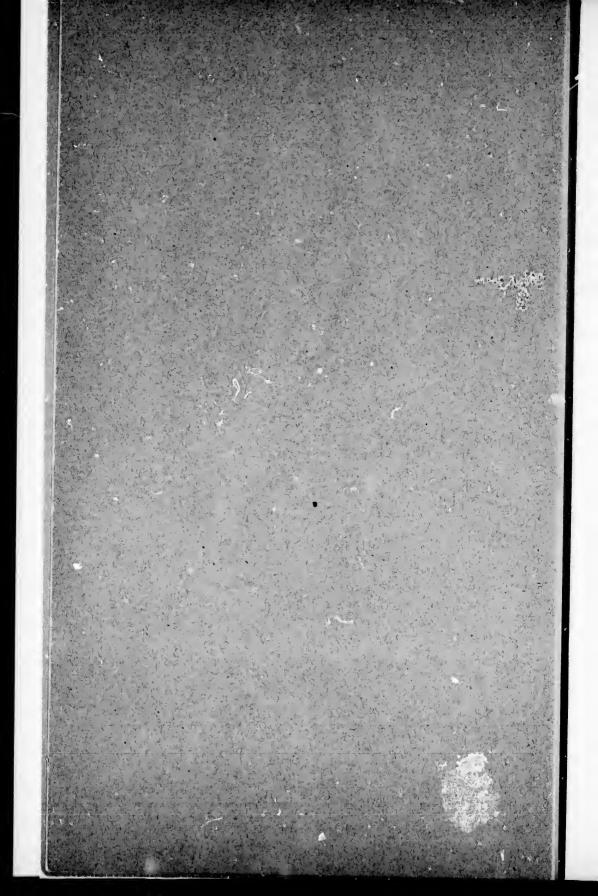
UNITED STATES GOVERNMENT.

TUPPER, PETERS & POTTS,

Solicitors for Thomas Earle and Others,

BODWELL & DUFF.

Solicitors for R. P. Rithet & Co. and Others,
VICTORIA, B. C.



DOMINION OF CANADA,

PROVINCE OF BRITISH COLUMBIA

To His Excellency the Right Honourable Sir John Campbell Hamilton Gordon, Earl of Aberdeen, P. C., L. L. D., &c., &c., Governor-General of the Dominion of Canada:

THE MEMORIAL of Thomas Earle, of Victoria, in the Province of British Columbia, member of the House of Commons of Canada; R. P. Rithet & Co., Limited, of Victoria, aforesaid; William Munsie, of Victoria, aforesaid, merchant; Hall, Goepel & Co., of Victoria, aforesaid, merchant; John L. Penny, of Victoria, aforesaid, merchant; George Collins, of Victoria, Master Mariner; and Cereno I. Kelley, of Victoria, Master Mariner.

HUMBLY SHEWETH as follows:

- 1. The said Thomas Earle, in the years 1891-2, was the manager of the following British schooners, namely: the "Fawn" and the "Walter A. Earle."
- 2. The said R P. Rithet & Co., during the same period were the managers of the following British sealing schooners, namely: the "Umbrina," "Brenda," "Maude S," "Dora Sieward," "Mascot," "Carmolite," "W. L. Rich," "Sadie Turpel," and "Annie C. Moore."
- 3. The said William Munsie during the said period was the manager of the following British sealing schooners, namely: the "Viva," "Mary Taylor," "Pioneer," and the "City of San Diego."
- 4. The said Hall, Goepel and Company during the same period were the managers of the following British scaling schooners, namely: the "Ocean Belle" and the "Geneva."
- 5. The said John L. Penny Juring the same period was the managing director of the Pacific Scaling Company, Limited, a company incorporated under the laws of British Columbia, and which company was the registered owner of the British scaling schooner "Oscar & Hattie."



- 6. The said George Collins during the same period was the owner and manager of the British scaling schooner "Sea Lion," and the said Cereno I. Kellie was owner of the British scaling schooner "C. H. Tupper."
- 7. Each of the said schooners was fitted out by their respective managers in the winter of 1891-2 for sealing voyages in the North Pacific Ocean, and proceeded on their voyage in the usual manner, and were in the North Pacific Ocean at the time of the seizure hereinafter mentioned.
- 8. Your Memorialists were aware of the fact that the Government of the United States had not forcibly asserted their alleged jurisdiction of the Behring Sea by the seizure of any British vessels since the year 1889, and at the time the schooners above named started on their voyages, namely, in January and early February, 1892, it was not known to, or anticipated by, Your Memorialists that scaling in Behring Sea would be prohibited by Her Majesty's Government during the season of 1892.
- 9. On the 19th day of March the Canadian Government caused a note to be published in the following form:—

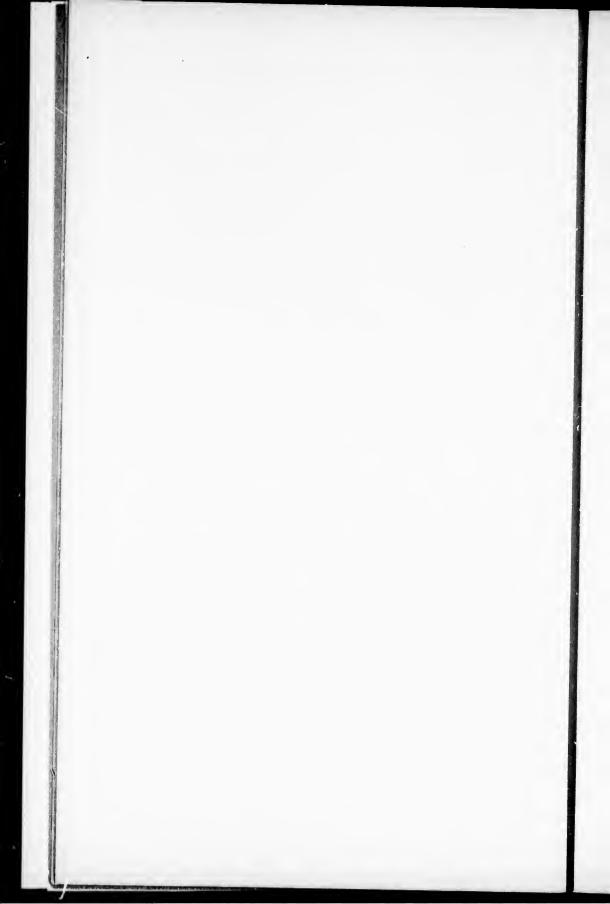
"Customs Dept., Ottawa, March 19, 1892.

"To COLLECTOR OF CUSTOMS,

Port of

"I have the honor to hand you herewith a copy of a telegraphic despatch from Lord Knutsford, Colonial Secretary, London, to His Excellency the Governor-General, Ottawa, bearing date the 18th instant, requesting that the proper port authority at all harbours on the Pacific Coast be directed to inform owners of vessels clearing, or which have "cleared, this year for Behring Sea, that Her Majesty's Government and "the United States Government have agreed to submit to arbitration the "question whether sealers have a right of the United States to seal in the Behring Sea to the east of the Russian line; that both the Governments have made propositions for intermediate regulations restraining the catch "of seals in the said waters in case the arbitration agreement should be "ratified, and that notice be given to all sealers proposing to seal in "the said waters that they do so at their own risk, warning them of the "liability to interruption to which they may be exposed in consequence of "the said agreement.

- "You will, therefore, take prompt and efficient action in the premises "and see that the masters and owners of vessels clearing this season from "your port, or from any place under the survey of your port, are furnished with a copy of the text of the despatch and their special attention called thereto, and that they be particularly warned of possible consequences in "case of any non-attention to the intimations therein contained."
- Afterwards, by an Order-in-Council approved by Her Majesty on the 9th day of May, and proclaimed in the Royal Gazette immediately



after, sealing in the eastern portion of Behring Sea during the season of 1892 was prohibited.

- 11. After it was known that the modus vivendi 1892 had been agreed upon, and with a view to informing the schooners of its existence, and also for the purpose of carrying supplies to the said schooners to enable them to finish their season's operations on the Copper Island scaling grounds, in the western portion of Behring Sea—a voyage which was made necessary solely by the probibition nforesaid—and also for the purpose of unlading from the said schooners, and conveying to Victoria, the fur-scal skins taken by then in the early part of the season, Your Memorialists, in May, 1892, chartered the steamer "Coquitlam," a British steamship, owned by the Union Steamship Company, of Vancouver, British Columbia, to proceed from Victoria and to meet the said schooners in the North Pacific Ocean for the purposes aforesaid.
- 12. In pursuance of the said charter, the "Coquitlam" took on board supplies for such of the said schooners as were not already fully outfitted, and proceeded on her voyage.
- 13. On the 19th day of June, 1892, the "Coquitlam," while in the open sea, off Afognak Island, and outside of the territorial vaters of the United States, not the above named schooners, "Walter A. Earle," "Brenda," "Umbrina," "Mand S.," and "Sea Lion," and in pursuance of instructions, duly notified them of the existence of the said modus vivendi, and also in pursuance of her charter, at the said time and place, received from the said schooners the following fur seal skins, which had been taken by them in the North Pacific Ocean during that season, and prior to the 19th day of June aforesaid, namely, from the "Walter A. Earle," 1,225 skins; from the "Brenda," 409 skins; from the "Umbrina," 706 skins; from the "Maud S.," 759 skins; and from the "Sea Lion," 629 skins. The "Coquitlam" also, at the same time and place, transferred to the schooners "Walter A. Earle," and "Sea Lion" certain supplies which she had on board to be delivered to them as a part of their outfit for the voyage to Copper Island.
- 14. Afterwards, on the 21st day of June, at different points of the North Pacific Ocean, varying from 28 to 40 miles from the nearest coast of Alaska, the "Coquitlam" overtook the schooners "Osear & Hattie," "Viva," and "Fawa," and having notified them as aforesaid, delivered to each of them certain stores which she had on board to complete their outfit as aforesaid, and received from the said schooners the fur seal skins which they had taken in the North Pacific Ocean outside of Behring Sea during that season and prior to the said 21st day of June. The skins so taken were the following: From the "Osear & Hattie," 171 skins; from the "Viva," 1,654 skins; and from the "Fawa," 472 skins.
- 15. The "Coquitlam" then proceeded towards Port Etches, expecting to find the other senling schooners in that vicinity. The water of the "Coquitlam" having become salt, and there being no schooners outside, the captain sent a small boat in to ascertain if there was a revenue cutter in

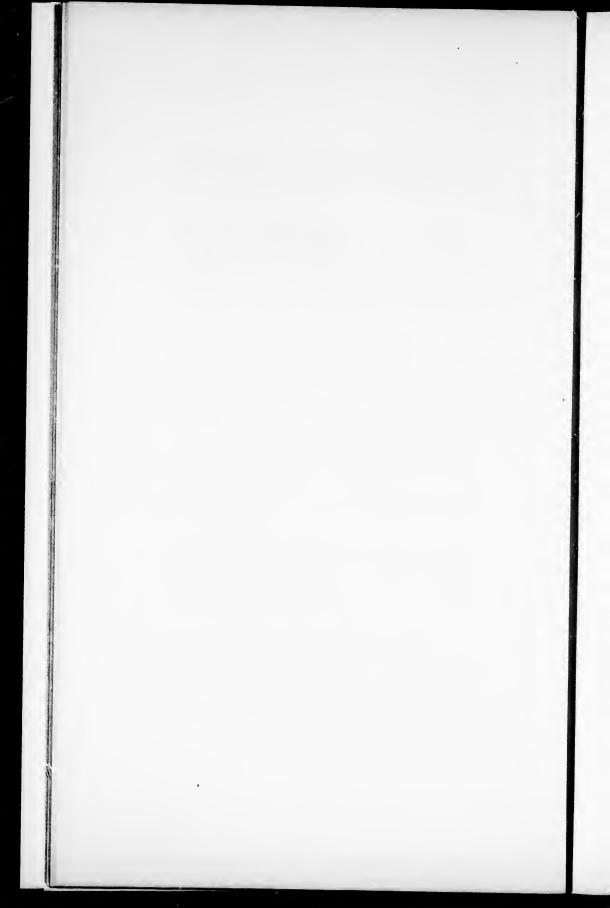


the harbour from which consent could be obtained to enter and procure fresh water; there being no cutter, the captain on the forenoon of the 22nd June steamed into the bay, anchored, and was engaged in procuring fresh water, when the United States Cutter "Corwin" came in and seized the "Coquitlam."

- 16. At the time of her said seizure, there were on board said steamer "Coquitlam" all the said seal skins, and also undelivered supplies for the following schooners, namely: the "Dora Sieward," the "Mascot," the "Carmolite," the "W. L. Rich," the "Sadic Turpel," the "Annie C. Moore," the "Mary Taylor," the "Pioneer," the "City of San Diego," the "Ocean Belle," the "C. H. Tupper," and the "Geneva," and certain other supplies not appropriated for any particular vessel, but taken up to supply to any schooner that might require them, and all the said seal skins and sapplies were seized with the steamer.
- Both Afognak Island and Port Etches are remote and almost urinhabitated places, distant from Victoria above one thousand miles.
- 18. The "Coquitlam" was seized on the 22nd June, and was held under arrest until the 19th September following, and did not reach Victoria until the 28th September, the seal skins were released at the same time and were carried to Victoria on the "Coquitlam."
- 19. The cause of seizure will fully appear by reference to the libel which is set out at length in the documents to be sent in supplement of this Memorial, but stated shortly, the ground of seizure—which has been since held to be entirely without justification—was that the transfer of supplies from the "Coquitlam" to the various schooners, and the transfer of seal skins from the various schooners to the "Coquitlam," were breaches of the United States revenue laws, and rendered her liable to seizure.
- 20. The "Coquitlam" was taken to Sitka and there libelled at the instance of the Government of the United States of America upon this charge in the District Court of the United States for the District of Alaska.
- 21. On the trial of the libel the "Coquitlam" and her cargo, including the seal skins and supplies, were condemned. An appeal was taken to the United States Circuit Court of Appeals for the ninth circuit, and the said appeal was heard at the City of San Francisco, and judgment was given reversing the said condemnation upon the ground that the said transfer of cargo was not made within the jurisdictional waters of the United States of America, but took place on the high seas, and that the United States authorities had no right whatever to make the seizure in question.
- 22. The judgment in the District Court at Sitka was given on the 18th day of September, 1893, and the judgment of the said Circuit Court of Appeal was not delivered until the month of November, 1896.



- 23. Prompt representations were made to Her Majesty's Government through the Government of Canada, with a view to bringing the matter before the Government of the United States, but no action was taken pending the continuance of litigation in the courts of that country.
- 24. After the seizure and pending the determination of the said libel Your Memorialists took steps to procure bonds for the release of the said seal skins and the steamer "Coquitlam," pending litigation, and also caused recognizances to be given to appear and defend the said proceedings, and in this manner they obtained possession of the said seal skins, and the said steamer, after a considerable delay, but the stores for the various schooners above mentioned were never recovered and became a total loss to Your Memorialists, the particulars of the stores so lost by Your Memorialists will appear in a separate document.
- 25. Inasmuch as by the laws of the United States personal bonds of citizens of the United States were required before the said property could be released, Your Memorialists were compelled to and did place money in a bank in the United States, namely, the Bank of British Columbia at Scattle, Washington, which bank then indemnified certain duly qualified persons against loss and who thereupon entered into the proper recognizances in that behalf. The bond required was for a very large sum, namely, the sum of \$64,000.00, which was subsequently increased to the sum of \$70,000.00, when it became necessary to prosecute the said appeal to the Circuit Court at San Francisco, and Your Memorialists were compelled to pay from the time the bonds were given until after final judgment, namely, from the 15th day of August, 1892, until the 20th day of Junuary, 1897, interest at the rate of 6% per cent. per annum. But your Memorialists were allowed by the said bank interest at the rate of four per cent. per annum on the moneys which they had deposited to secure the bank against the payment of said bonds.
- 26. Your Memorialists were also compelled to pay, and did pay, costs in and about defending the case at Sitka and afterwards in prosecuting the appeal before the Circuit Court; and also incurred other expenses. The amount so paid for interest, costs and expenses was the sum of \$17,442.23, and which said sum was contributed by Your Memorialists, Thomas Earle, R. P. Rithet & Company, Limited, William Munsie, George Collins, and John L. Penny. Full particulars of these expenses will be sent in supplement to this Memorial.
- 27. The seizure of the "Coquitlam" prevented her from obtaining the full benefit of her charter, and delayed her materially in that portion of her voyage which she did perform. In consequence her owners claimed, and Your Memorialists were compelled by process of law to pay, the sum of \$1,426.41 in excess of the sum which it was estimated the "Coquitlam" would have received if her voyage had not been interrupted. This said sum of \$1,426.41 should be added to the above sum of \$17,442.23, in estimating the expenses which Your Memorialists incurred by reason of such seizure.



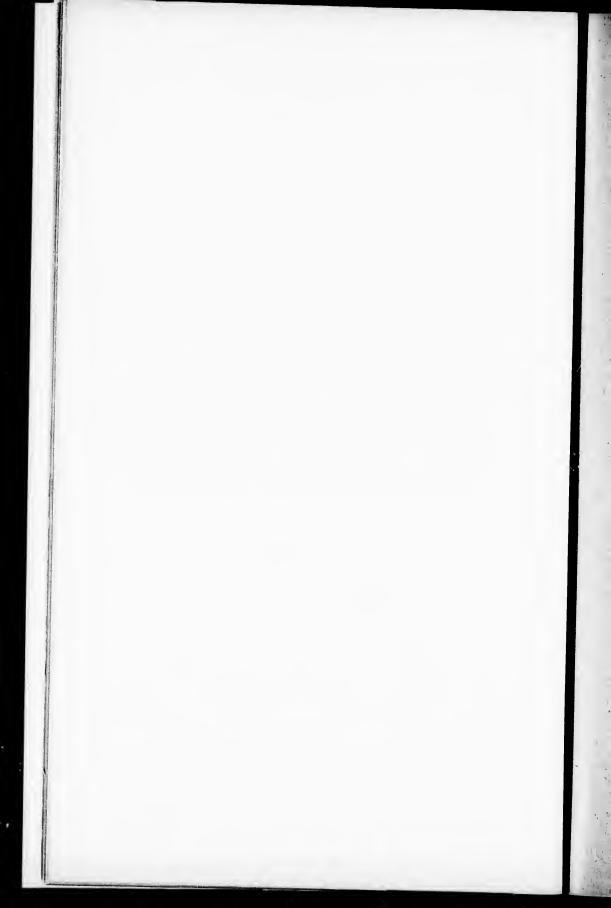
28. When the "Coquitlam" arrived at Victoria Your Memorialists discovered that the seal skins which had been transhipped as aforesaid were very much deteriorated by reason of the fact that they had not been properly cared for by the officials while in the possession of the United States Government. By reason of such deterioration Your Memorialists were compelled to sell at Victoria, B. C., and so lost the London prices, and realized for the said skins the sum of \$10.50 only per skin, whereas the average price for seals sold in London that season was \$13.50 per skin, and in some instances sales were made for the sum of \$14.00 per skin.

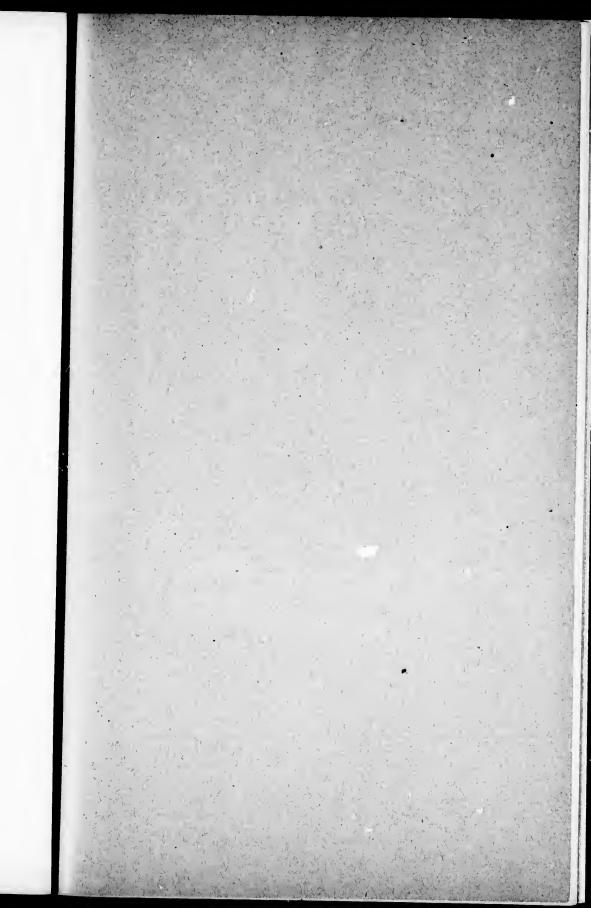
29. The following schooners, the stores of which were seized on board the "Coquitlam," namely, the "Mary Taylor," the "Pioneer," the "City of San Diego," the "Ocean Belle," and the "Geneva," were in the midst of the sealing season, the supplies which were seized were absolutely necessary to enable them to proceed, it was impossible in that far distant place to duplicate their orders or to obtain any supplies, and the said schooners were in consequence compelled to give up the voyages and to return to Victoria, greatly to the loss of their owners, who had expended large sums of money in fitting them out. Your Memorialists, therefore, claim that they are entitled to compensation based upon a reasonable computation as to the number of seals the schooners would have taken if the said voyages had not been interrupted. The sums claimed on behalf of each schooner will appear in a separate document.

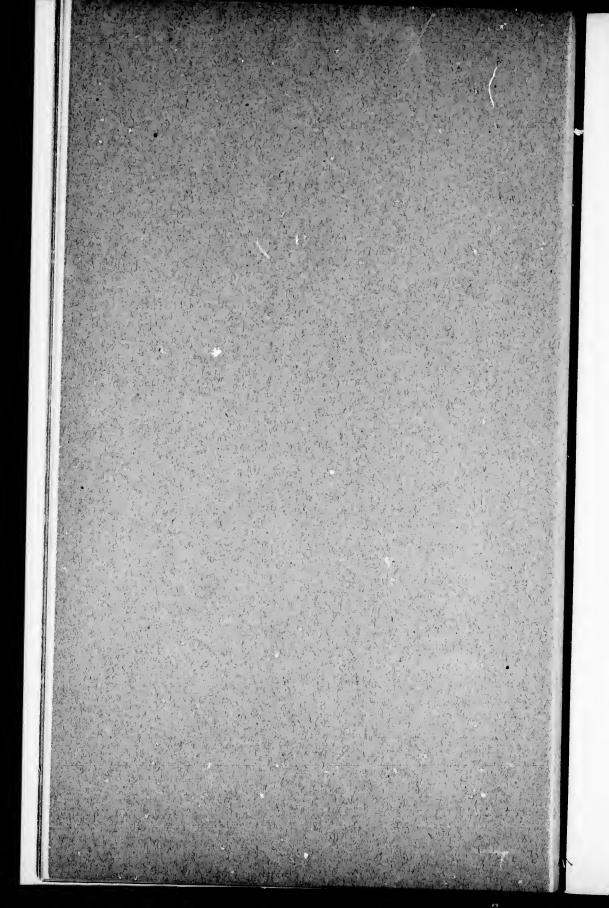
30. Your Memorialists humbly submit that the seizure of the "Coquitlam" and eargo was not justified by international law; and its illegality is now established by the decision of the Court to which the Government of the United States resorted.

31. Your Memorialists, therefore, HUMBLY PRAY:-

That Your Excelleney will cause representations to be made to Her Majesty's Government in order that steps may be taken to obtain an acknowledgement of their claim by the Government of the United States, and the payment to Your Memorialists of full compensation, including interest, brokerage, commissions, and other usual and proper allowances connected with the collection and disbursement of the moneys hereinbefore referred to.







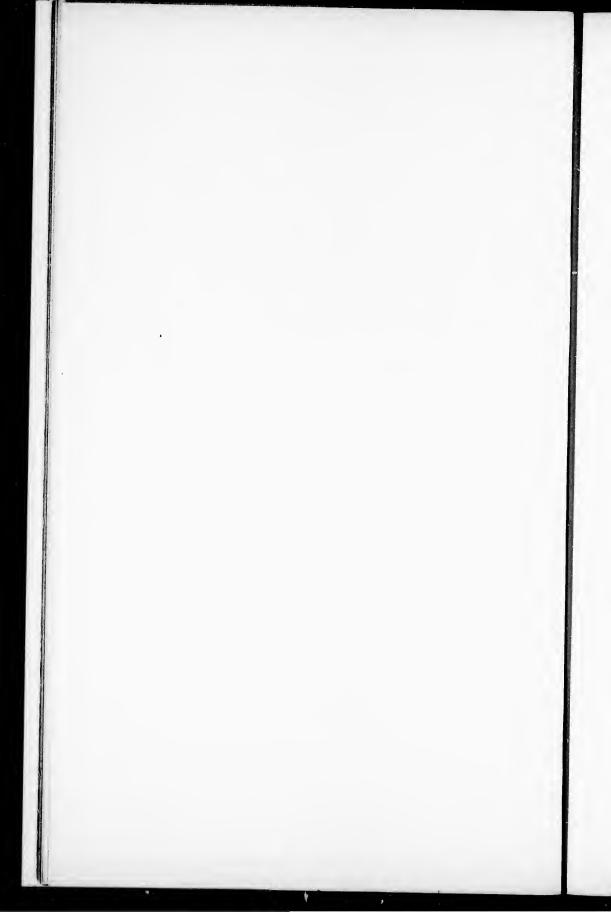
RE SEIZURE OF "COQUITLAM."

This is Exhibit "B" referred to in the declaration of Roads Scabrook, taken before me at the City of Victoria, this 13th day of August, 1898.

"LINDLEY CREASE,"
Notary Public.

Statement of Expenditure for Interest on Bonds, Legal Expenses, etc., in connection with the seizure of the Steamer "Coquitham."

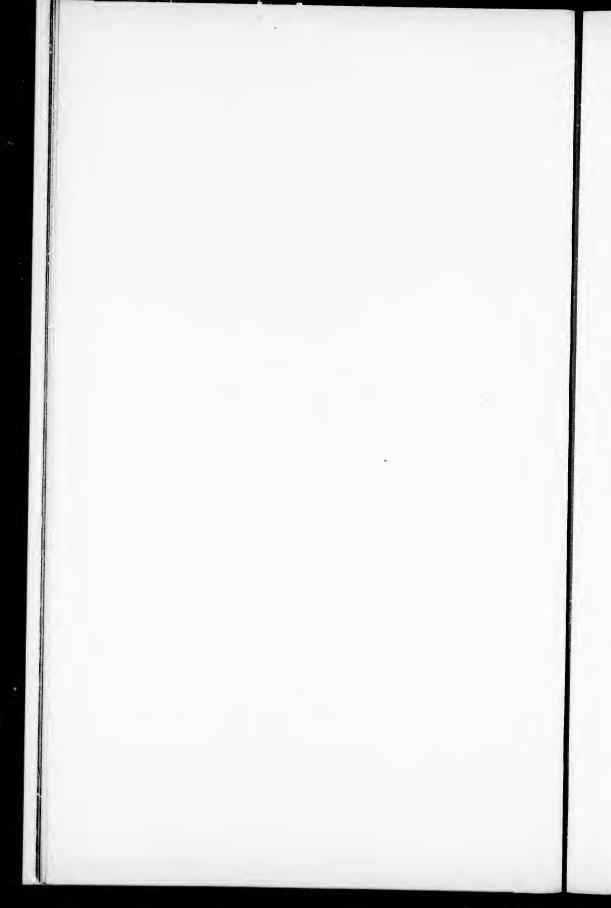
189	2.					Days.	Interest.
Aug.	5			Struve & McMicken\$	500 00	2185	\$ 209 52
Sept.	5	**	"	A. L. Belyea	100 60	2154	41 31
**	30	**	**	11. A. A. Hastings, draft acet. duty	800 00	2129	326 64
Oct.	н		4.6	into Court to obtain delivery of skins	9,000 00	2118	3,655 72
Nov.	25	**	**	Struve & McMicken, balance of acct	163 30)	2073	760 14
"	25	**	"	Hughes, Hastings & Stedman, balance of acet	1,748 81)	20/3	700 14
189	3.						
Jan.	7	**	46	Telegrams	5 8o		
٠.,	7	**	46		17 30		
**	7	**	"	Reporting and transcribing evidence	28 10		
**	7	44	**		59 40		
**	7	**	**	66 66 66 66 66 66 66 66 66 66 66 66 66	126 20	2030	312 23
**	7	••	**	Commissioner taking evidence	52 00		
**	7	**	**	Use of Board of Trade room	20 00		
**	7	16	44	Belyea & Gregory, acct. to date	492 95		
April	14	**	**	Bank B. C., 71/2 mos. interest from Aug. 15 to Mar. 31.	800 00	1933	296 57
June	8	**	**	Senator Allen's expenses to Sitka and T'm	501 20	1878	18o 44
11	29	**	**	Str. Coquitlam, freight	2,316 66		
**	29	**	44	Bodwell & Irving, legal expenses\$ 450 00			
				Belyea & Gregory, " 450 00			
				" disbursements 222 67	}	1857	922 17
				\$1,122 67	İ		
				Less received from St. Ship Co	272 67		
July	8	44	**	Senator Allen's expenses to Sitka and T'm	416 20	1848	147 43
"	21			Bank of B. C., 3 mos. interest on \$64,000 to June 30th.	320 00	1835	112 61
Oct.	17	**	44	Hughes, H. & Stedman, legal services, t'ms, etc	132 64	1747	44 56
"	26		66	Bank of B. C., 3 mos. interest to Sept. 30, on \$64,000	320 00)		
**	26	**		Belyea & Gregory, for remittance to Struve, A. II. &	1	1738	139 99
				McMicken, for records, etc., re appeal at Alaska	100 00		



1894.									T	
Jan. 1	o To (ash pai	d Bank o	of B. C	. 2 mo	s. interes	t on \$64,000, to Dec. 31		Days.	
April	2 "	**	**	**	2 "	44	64,000,) to Mar. 3		1662	101 99
	**	"	"	**	ı "	**	70,000, 1894	. 333 00	1580	100 90
	4 "	"	**	**	3 "	**	70,000, to June 30.		1487	99 81
Sept. 1		"	Struve,	А. Н.	& McM	I., expen	ses re appeal at S. Fseo.	500 00	1414	135 59
Oct.		"	Bank of	B. C.	3 mas	. interest	on \$70,000 to Sept. 30.	. 350 00	1398	93 84
Dec. 20	, "	41	Struve,	A. H.	& MeA	I., expen	ses printing records, etc.	600 00	1318	151 66
'' 31	"	"	Bank of	В. С.	3 mos	. interest	on \$70,000, to Dec. 31.	. 350 00)	.310	131 00
" 31	**	**	Telegra	ms for	1894			14 40	1307	91 24
1895.										
Mar. 31		"	Bank of	B. C.,	3 mos.	interest	on \$70,000 to Mar. 31	350 00	1217	81 69
June 30		"	**	**	3 **	**	70,000 " June 30	350 00	1127	75 58
Sept. 30		**	**	**	3 "	**	70,000 " Sept. 30 .	350 00	1134	69 40
Dec. 31	**	**	**	**	3 "	"	70,000 " Dec. 31 .	350 00)	34	09 40
	"	**	Bodwell	& Irvi	ng acet	. re. Urq	uhart Estate	5 00	942	64 13
1896. Jan. 21								,,		
	**		Strave,	A. 11.	& MeM	l. acet		1,000 00	921	176 63
	"	**	Bank of	В С.,			on \$70,000 to Mar. 31	350 00	852	57 19
July 2			"	"	3 "	**	70,000 " June 30	350 00	759	50 94
Sept. 30	**	**	**		3 "	••	70,000 " Sept. 30 .	350 00	669	44 90
Dec. 31	"	**	"	"	3 "	**	70,000 " Dec. 31	350 00	577	38 73
1897.	"								311	30 /3
Jan. 20		14	16		days	16	70,000 " Jan. 20	77 78	557	8 33
Feb. 22		"	Struve, A	illen II	. & Me	Micking	legal services	3,847 95)		
		"	"	"		**	telegrams, &e	6 86	524	387 40
								\$28,848 22		\$8,979 28
							OR.			401979 20
1893.										
June 29	By Cas	h refund	led (amo	unt pai	d into	Court) .		\$ 9,000 00)		
0	" Inte	rest on	same					89 33}	1857	3,236 93
Oct. 11 1898.	" Esti	mated f	reight, 5,	935 Sk	ins @	t5c		890 25	1753	299 2 t
July 31	" Bala	ınce.,,						18,868 64		
								-		
							_ 9	28,848 22		\$3,536 14
1898,							-			
July 31	To Bala	nce						18,868 64		
	" Inte	rest from	n date of	payme	nt to I	alv 31st.	1808 \$8079.28 Dr.			
	" Con	mission	, disbu	rsing	lneludi	ng stati	onery, postage, etc.,	5,443 14		
	\$	528,848.	26, less	\$890.2	5 = \$2	7.957.97	@ 5%	1,397 90		
	" Lega	d expen	ses, draw	ing up	claims	, etc		250 00		
								-5- 007		\$25,959 68

VICTORIA, B. C., July 31st, 1898.

"R. SEABROOK."



RE SEIZURE OF "COQUITLAM."

This is Exhibit "C" referred to in the declaration of Roads Seabrook, taken before me at the city of Victoria, British Columbia, this 13th day of August, 1898.

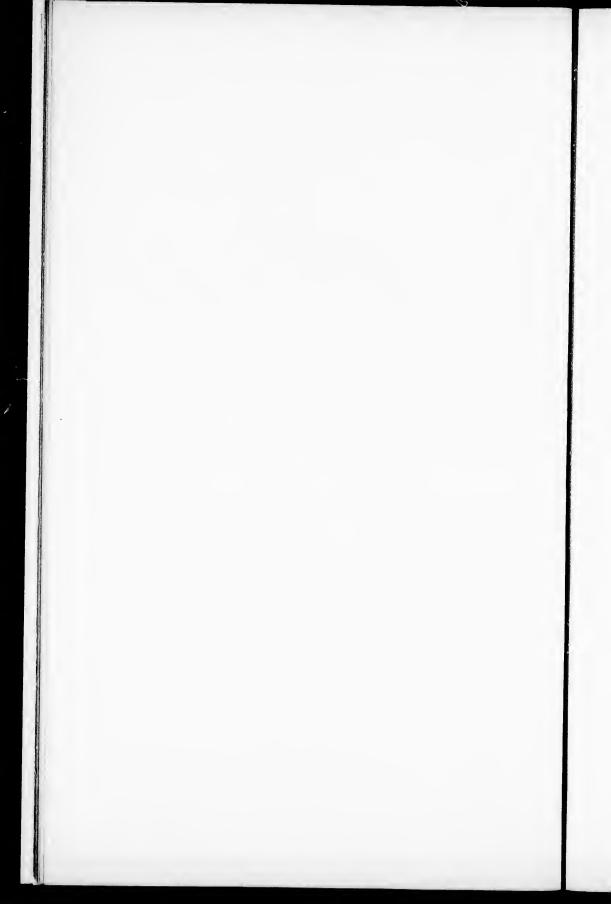
"LINDLEY CREASE,"
Notary Public.

Statement of the Supplies shipped by R. P. Rithet & Co., Ld., on board Steamer "Coquitlam," 8th June, 1892, seized by the United States Government.

For	Schooner	"Dora Sieward"\$	26 36
66	**	" Mascot "	19 95
"	44	"Carmolite"	248 39
"	**	"Walter L. Rich"	155 27
	**	"Sadie Turpel"	160 25
**		"Annie C. Moore"	242 66
Add		n consequence of non-delivery, say 20%	170 57
			1,023 45
Inter	est from 8	th June, 1892, to 31st July, 1898, 2243 days @ 7%	440 05
		\$	1,463 50

VICTORIA, B. C., 31st July, 1898.

"R. SEABROOK."



RE SEIZURE OF "COQUITLAM,"

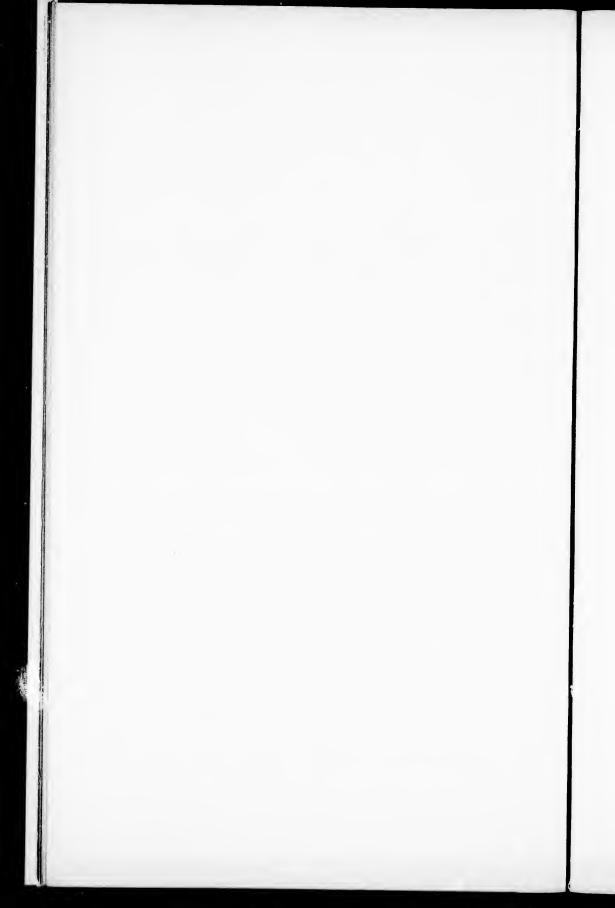
This is Exhibit "D" referred to in the declaration of Roads Scabrook, taken before me at the city of Victoria, British Columbia, this 13th day of August, 1898.

" LINDLEY CREASE,"

Notary Public.

Statement of loss on skins on board Steamer "Coquitlam," seized by the United States Government, in consequence of which detention they became pinky and had to be sold in Victoria instead of London.

Schooner "Umbrina"	706	skins.
" Brenda "	700	
	409	"
" "Maud S"	769	"
	1.881	skins.
	1,004	SKIIIS.
Average net price for Skins sold in London, 1892 Season\$ 13 00		
Sold in Victoria for 10 50		
1884 Skins @ a difference of\$ 2 50 per skin.	\$ 4,7	10 00
Interest from October 11th, 1892, (date of sale), to July 31st, 1898, 2118 days		
@ 7%	1,9	13 16
	\$ 6,6	23 16
VICTORIA, B. C., July 31st, 1898. "R. SEABE	OOK.	,,



RECAPITULATION.

Exhibit "B" \$	25,959 68	
" "C"	1,463 50	
" " " D "	6,623 16	
		\$ 34,046 34
Viz:—		
Interest, Cost and Expenses\$	17,442 23	
Additional Freight	1,426 41	
Interest on above to July 31st, 1898	5,443 14	
Commission	1,397 90	
Legal Expenses	250 00	
		\$ 25,959 68
Undelivered Supplies	1,023 45	
Interest on same to July 31st, 1898	440 05	
•		1,463 50
Loss on Skins	4,710 00	
Interest on same to July 31st, 1898	1,913 16	
		6,623 16
		\$ 34,046 34
Victoria, B. C., July 31st, 1898.	R. SEABR	оок, '

