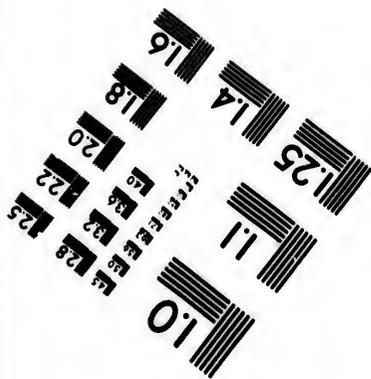
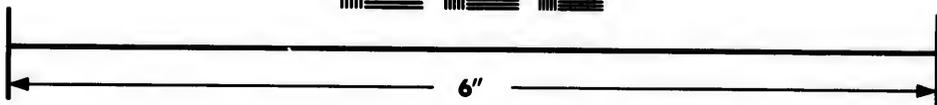
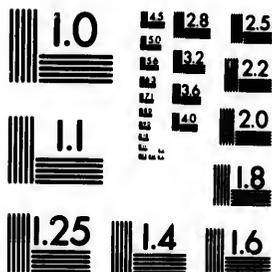


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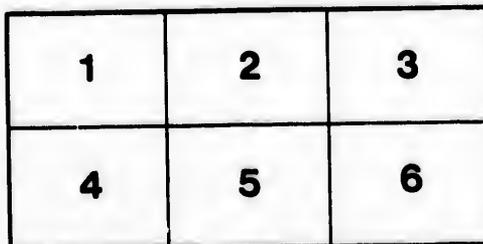
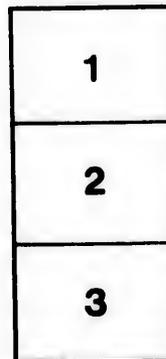
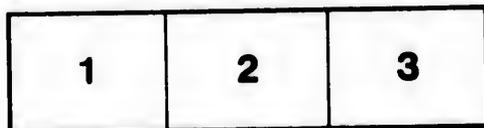
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RE
MEMORIAL

RESPECTING THE

SEIZURE OF S. S. "COQUITLAM"

DECLARATIONS IN SUPPORT OF FOLLOWING CLAIMS:

THOMAS EARLE,
WILLIAM MUNSIE,
HALL, GOEPEL & CO'Y,
THE PACIFIC SEALING CO'Y, Limited
CERENO L. KELLEY,
E. B. MARVIN & CO'Y,
GEORGE COLLINS,
RICHARD HALL, on Acct. of Charterers

TUPPER, PETERS & POTTS,

VICTORIA, B. C.

Solicitors for all above named parties

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1918

NOTE.

It will be noticed that the claim for moneys paid out in respect of interest upon the bonds given to obtain the release of the skins and vessels, and also the sums paid for litigation in the Courts of the United States, have all been paid out through Messrs. R. P. Rithet & Company, Limited, and their repetition in the claims that we now forward, is merely for the purpose of showing what proportion of this sum should be paid to each claimant. Full and detailed particulars of the sums so paid out have already been forwarded to you by Messrs. Bodwell & Duff, Solicitors for R. P. Rithet & Company. The same may be said with regard to the claim for extra moneys paid for charter money, which was also paid through R. P. Rithet & Company.

DOMINION OF CANADA,)
PROVINCE OF BRITISH COLUMBIA.)

In the Matter of the Memorial of Thomas Earle and Others Respecting Their Claim Arising Out of the Seizure of the Steamer "Coquitlam."

I, Thomas Earle, of Victoria, one of the signers of the above memorial, solemnly declare as follows:—

1. I was the manager of the schooners "Fawn" and "Walter A. Earle" in the year 1892.

2. There were on board the steamer "Coquitlam" at the date of her seizure 1,225 seal skins, transferred to her on the open sea from the "Walter A. Earle," and 472 skins, transferred to her on the open sea from the schooner "Fawn," in all sixteen hundred and ninety-seven skins. This number is proven by the libel filed in the District Court at Alaska.

3. By reason of the seizure of the said steamer and the said skins, I, as manager of said schooner, suffered the following losses: (a) I had to pay, and did pay, through Messrs. R. P. Rithet & Co., Limited, my proportion toward the interest on the money required to furnish bonds and for legal and other expenses connected with defending the libel and obtaining possession of my property, all which sums are included in the claim presented by Messrs. R. P. Rithet & Co. The sum actually paid by me under this head was the sum of \$5,434.53, which sum I claim together with interest, which, up to the 31st July, 1898, amounts to the sum of \$1,348.90. This amount of interest is arrived at by calculating interest on the several sums advanced by me from the time they were so advanced up to the 31st July at seven per cent. per annum; in all my claim under this head is the sum of \$6,783.43, on which sum I also claim interest from 31st July, 1898, until paid at seven per cent. per annum.

(b) The skins taken were detained at Sitka from the date of seizure, namely the 22nd June, 1892 (as appears by said libel) until the 19th September following (as appears by the order of release which is dated on that day) and they did not arrive at Victoria until the 28th September. During this delay the skins became to a certain extent damaged and deteriorated in value; this deterioration in value is, I believe, fully the sum of \$2.50 per skin, which on 1,697 skins amounts to the sum of \$4,242.50, which sum I claim with interest up to the 31st July, 1898, at seven per cent. per annum, namely, \$1714.45, in all the sum of \$5,956.95. I also claim interest upon this sum from the 31st July, 1898, until paid at the said rate.

(c) When the "Coquitlam" returned she claimed a larger amount of freight on account of delay. Her seizure also prevented her from carrying

down the skins from many other schooners who intended to make use of her and who all would have contributed towards the charter money. It was calculated that if the vessel had been allowed to carry out her voyage the freight would have amounted to fifteen cents per skin. In order to meet this claim I was compelled to pay into the Supreme Court of British Columbia \$2,550, part of which was afterwards paid back. I claim for loss under this head as follows:

Money deposited Supreme Court 11 Oct., 1892 . . .	\$2,550 00
Interest to 31 July, 1898	1,023 10
	<hr/>
	\$3,573 10
Less freight I should have paid	253 95
	<hr/>
	\$3,319 15
Less refund from Court, June, 1893 . . . \$1,833 46	
Interest to 31 July, 1898	149 45
	<hr/>
	2,482 91
	<hr/>
Loss under this head	\$ 836 24

(d) I also claim to be reimbursed for the reasonable expenses incurred by me in preparing and presenting this claim. For the sake of convenience, the costs of the Memorialists Thomas Earle, William Munsie, Hall, Goepel & Co., George Collins, John L. Penney and Cereno L. Kelley, and of E. B. Marvin & Co., who intend presenting a claim, although they were not actually mentioned in the memorial, except by having signed it, are included in my claim. I estimate that such costs will amount to about \$500.00 at the least.

4. I summarise my claim as follows:—

(a) For costs, interest on bonds, etc., and interest thereon	\$ 6,783 43
(b) Deterioration and loss value of skins and interest	5,956 95
(c) Loss on freight and interest	836 24
(d) Legal expenses presenting claim	500 00
	<hr/>
	\$14,076 62

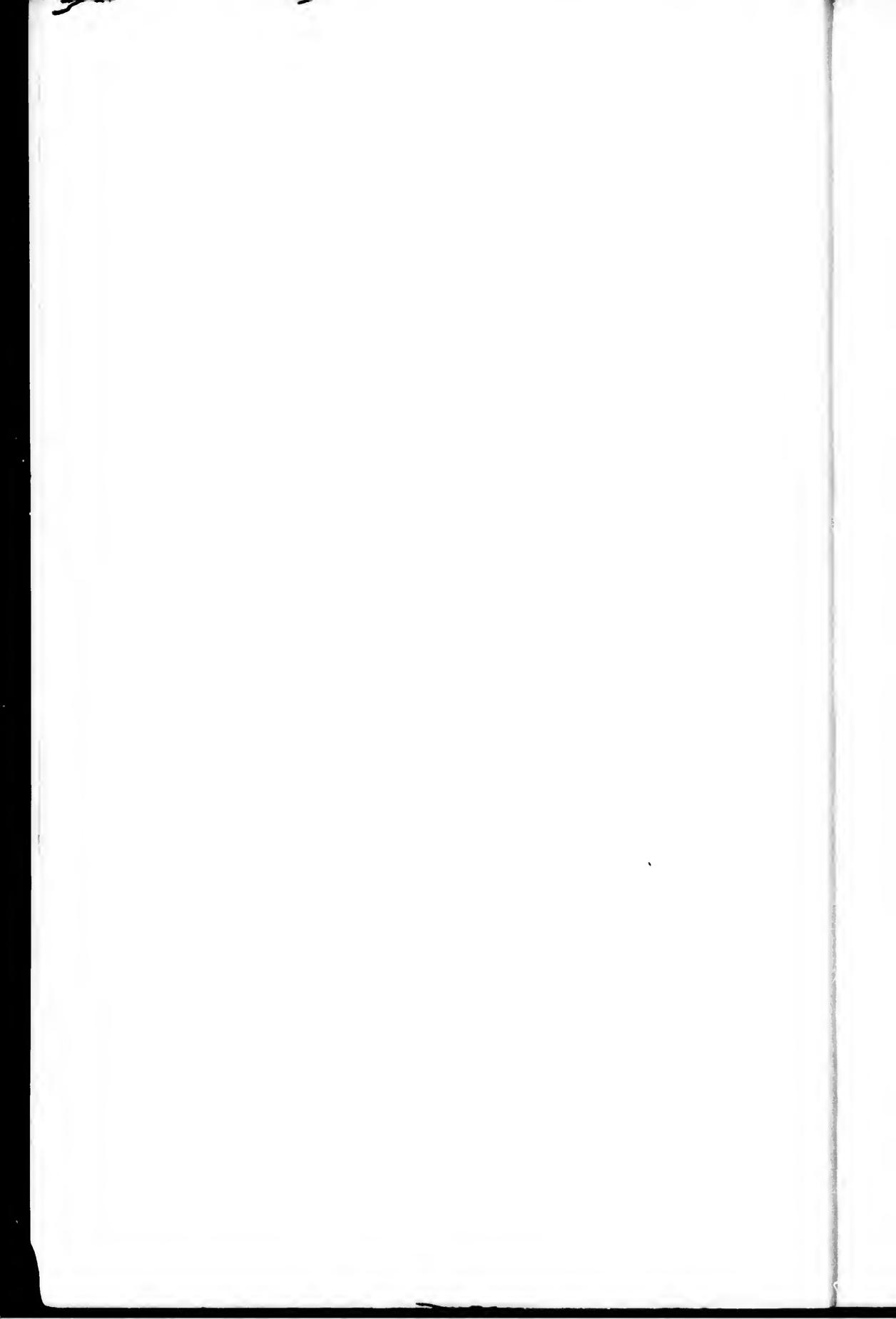
Interest from 31st July, 1898, at 7% per annum.

And I make this solemn declaration conscientiously 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 Victoria, in
the Province of British Colum-
bia, this 22nd day of August,
1898.

THOMAS EARLE.

FRED. PETERS,
Notary Public for British Columbia.



4

DOMINION OF CANADA, }
 PROVINCE OF BRITISH COLUMBIA. }

In the Matter of the Memorial of Thomas Earle and Others Respecting Their Claim Arising Out of the Seizure of the Steamer "Coquitlam"

CLAIM FOR CERTAIN GOODS SHIPPED ON BOARD THE "COQUITLAM" ON CHARTERERS' ACCOUNT INTENDED FOR ANY SCHOONERS WHICH MIGHT REQUIRE THEM.

I, Richard Hall, of Victoria, a member of the firm of Hall, Goepel & Co., signers of the said Memorial, solemnly declare as follows :

1. In order to supply any of the sealing fleet who might be in need of supplies I caused to be shipped on board the "Coquitlam" the goods hereinafter specified not consigned to any particular vessel. So far as I can ascertain the said goods were all on board the "Coquitlam" at the time of seizure and were lost to the charterers with the exceptions hereinafter noted.

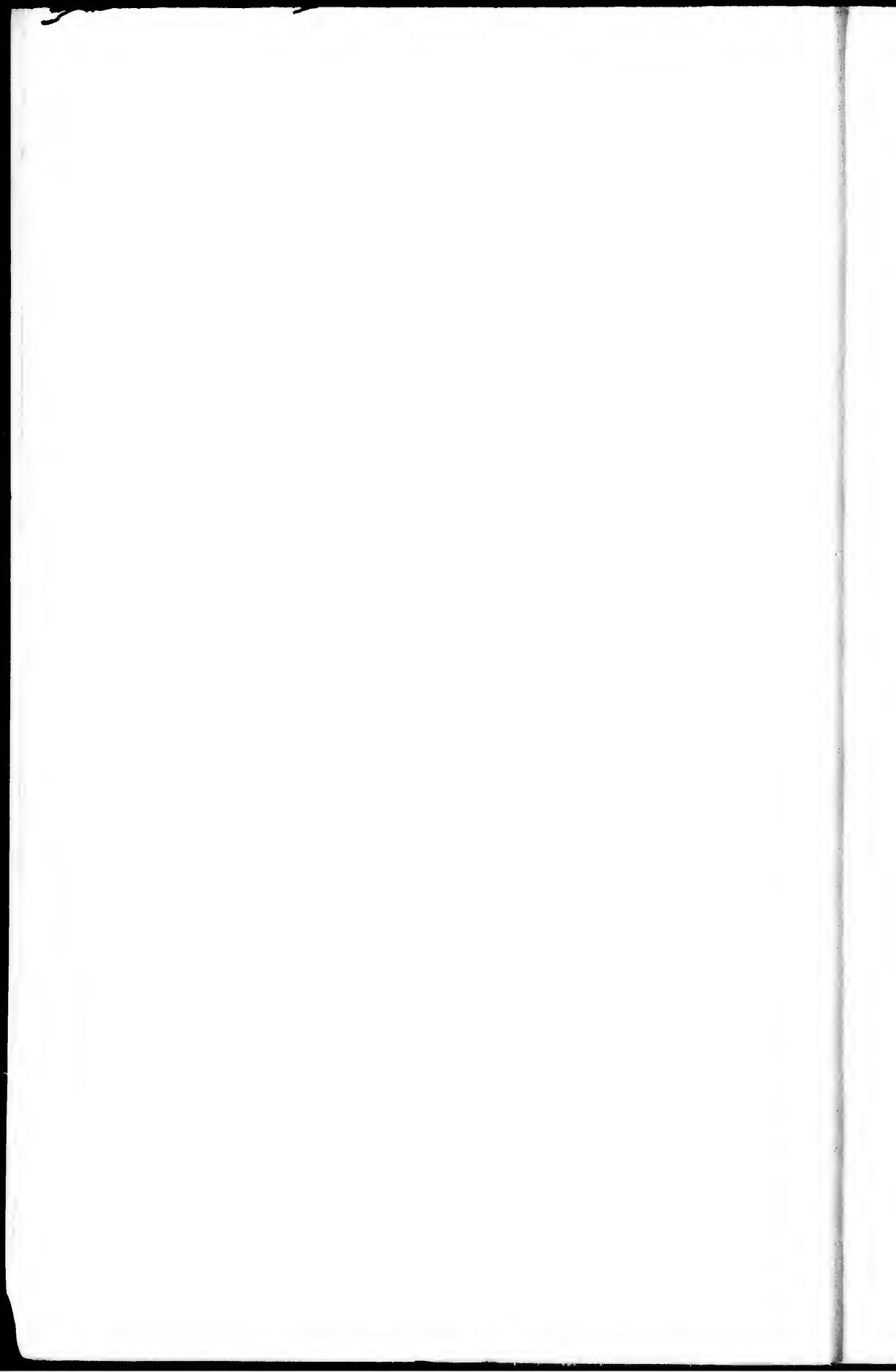
2. The following are the goods so shipped and the claim made in respect thereof :

1892.	
June 7—To 203½ tons of coal	\$ 815 00
" R. P. Rithet & Co., merchandise	677 53
" E. B. Marvin & Co., rope	7 20
" W. P. Sayward, lumber	6 75
" Hall, Ross & Co., empty sacks	25 00
" Loss in consequence of non-delivery, 20 %	306 30
" R. P. Rithet & Co., Ms. merchandise	2 62
" " " " coal	4 50
July 3— " Telegrams to T. Earle, Ottawa, re seizure	7 15
" " " Vancouver, " "	85
" " " Ottawa " "	49 80
" Typewriter	11 30
" Legal expenses	269 44
" Interest to July, 1898, 6 yrs. @ 7 %	914 11
	\$3,097 55

Interest from 31 July, 1898, until paid at 7 % per annum.

3. Part of the coal mentioned was used by the steamer—how much I cannot say—and this should be deducted. By the libel filed it is admitted that 100 tons were seized.

4. The charterers will have to pay legal expenses in connection with this claim, but for the sake of convenience these are included in Thomas Earle's claim.



And I make this solemn declaration conscientiously 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 Victoria, in }
 British Columbia, this 23rd day } (S.L.) RICHARD HALL.
 of August, 1898. }

FREDERICK PETERS,
 Notary Public for British Columbia.

DOMINION OF CANADA, }
 PROVINCE OF BRITISH COLUMBIA. }

In the Matter of the Memorial of Thomas Earle and Others Respecting Their Claim Arising out of the Seizure of the Steamer "Coquitlam."

CLAIM OF E. B. MARVIN & Co., ARISING OUT OF SEIZURE OF "COQUITLAM."

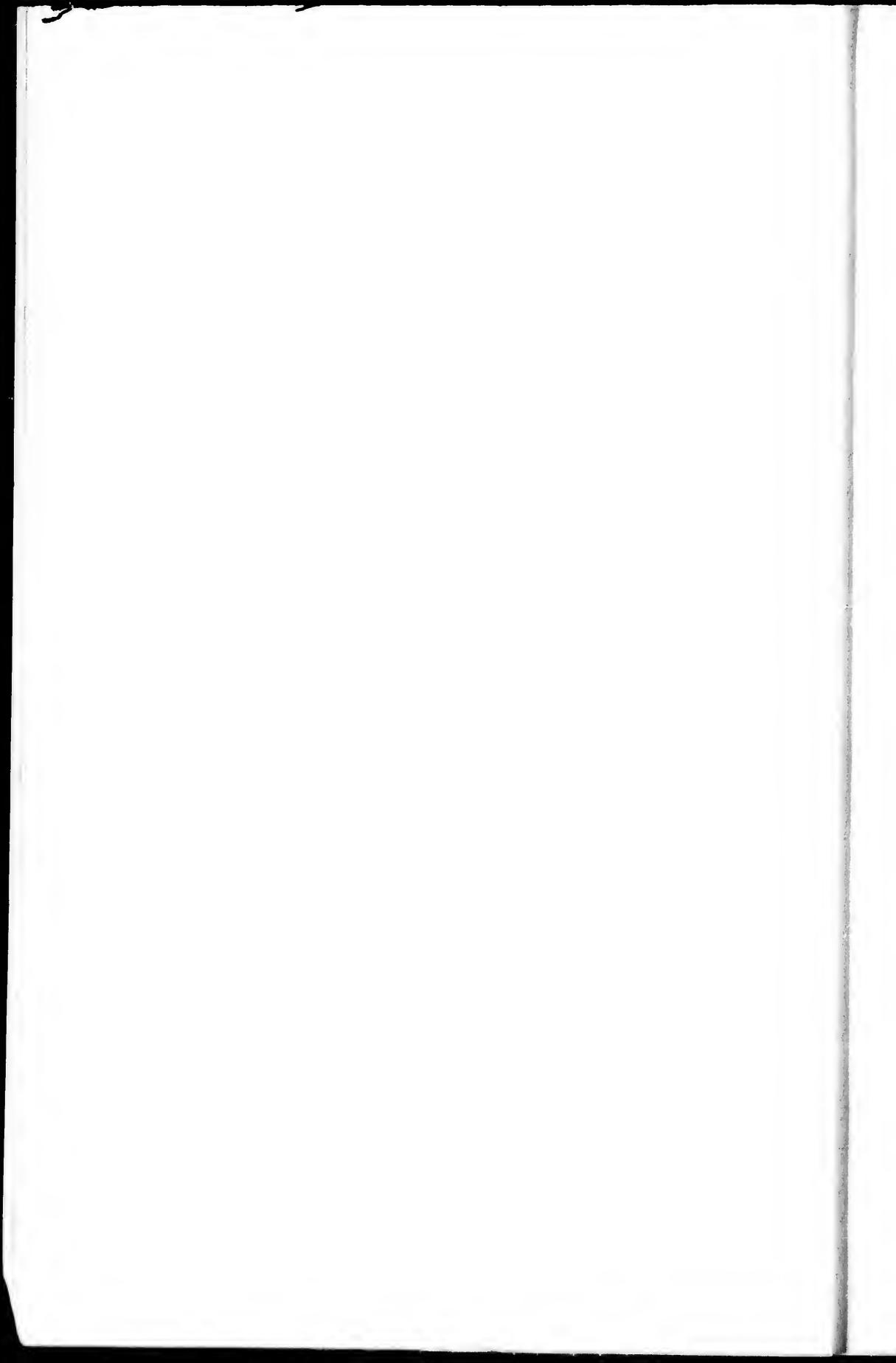
I, John G. Cox, of Victoria, in British Columbia, one of the members of the firm of E. B. Marvin & Co., solemnly declare and say as follows:—

1. In the year 1892 the firm of E. B. Marvin & Co. were the managers of the following schooners, namely, the "E. B. Marvin," the "Annie E. Paint," the "Arnoko," the "Sapphire," the "Triumph," and the "Carlotta G. Cox."

2. In the month of June, A.D. 1892, the said firm shipped on board the steamer "Coquitlam" for delivery to the said several vessels goods, the particulars whereof are set out hereafter. The whole of the said goods were on board the said steamer when she was seized, as stated in the annexed memorial, and were lost to the said E. B. Marvin & Co.

3. The goods intended for the "E. B. Marvin" and seized were, and the claim in respect thereof is, as follows:—

4 sacks new potatoes	481	1 3/4	.....	\$ 8 43
1 " onions	108	"	.....	1 97
		Cartage and wge.	.....	50
1 chart Nth. Okhotsch Sea			.....	3 00
1 " Sth " "			.....	3 00
18 sacks potatoes	2124	18	.....	19 12
		Cartage and wge.	.....	1 00
			-----	\$ 37 02
Loss to schooner by reason of non-delivery, 20%			.....	7 41
				\$ 44 43
Interest to July 31, 1898, @ 7% p. a.			.....	19 16
Total			.....	\$ 63 59



4. The goods intended for the schooner "Carlotta G. Cox" and seized were, and the claim in respect thereof is, as follows:—

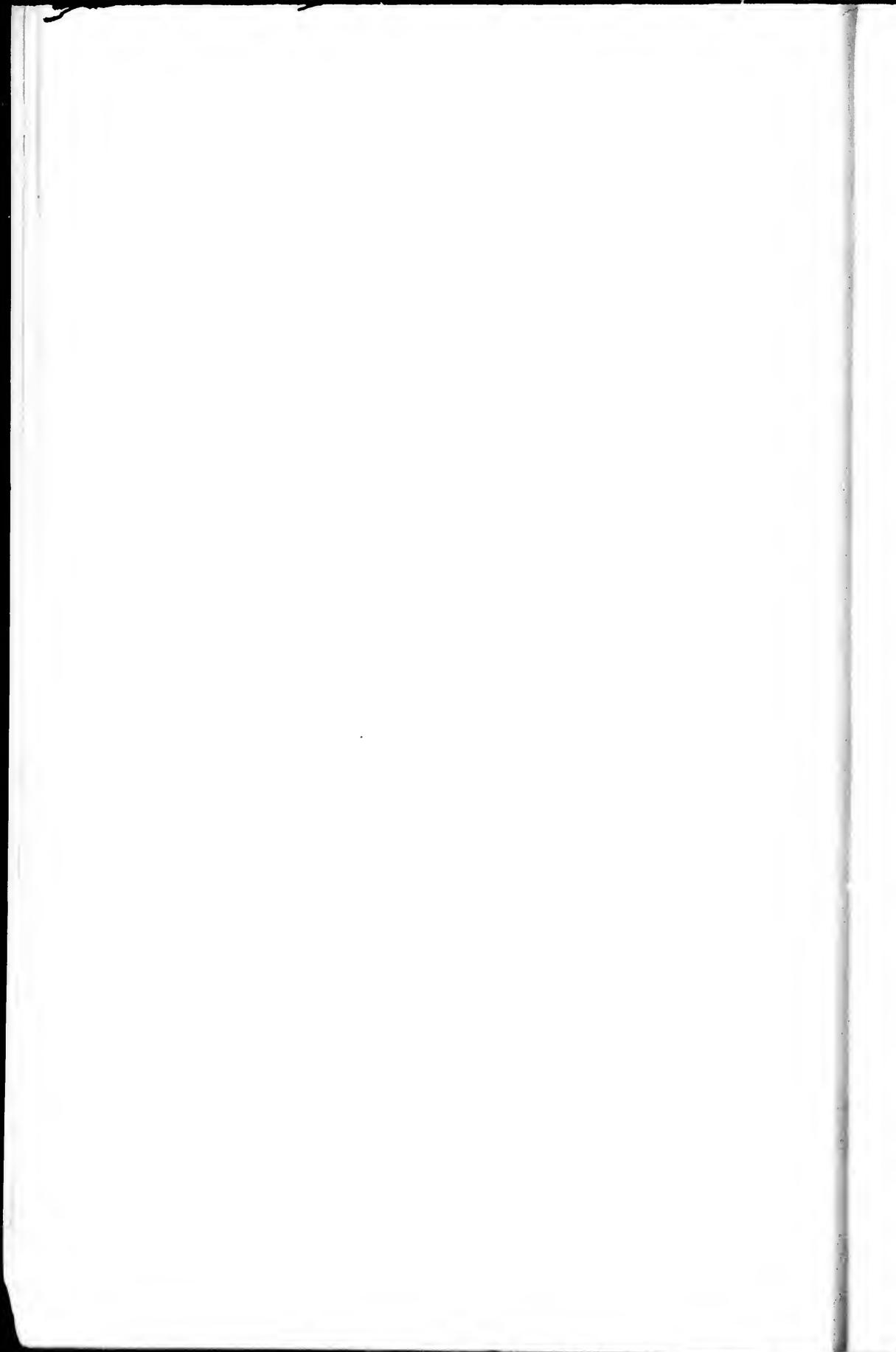
4 barrels beef	\$12 00	.....	\$ 48 00
4 sacks potatoes	505	1¼.....	9 85
1 " onions	102	.....	1 79
		Cge. and wge.....	50
1 chart Nth. Okhotsch Sea, \$3.00, 1 chart Sth. Okhotsch Sea, \$3.00.....			6 00
2 sks. gran. sugar	200	6.....	12 00
		Cge. and wge.....	50
18 sks. potatoes	2124	18.....	19 12
		Cge. and wge.....	1 00
			<hr/> \$ 98 76
Loss to schooner by reason of non-delivery, 20%.....			19 75
			<hr/> \$118 51
Interest to July 31st, 1898, @ 7% per annum.....			51 12
			<hr/> Total
			\$169 60

5. The goods intended for the schooner "Triumph" and seized were, and the claim in respect thereof is, as follows:—

4 sacks potatoes	517	1¼.....	\$ 9 06
1 " onions	106	.....	1 86
		Cartage and wge	0 50
1 chart Nth. Okhotsch Sea		.....	3 00
1 " Sth. " "		.....	3 00
			<hr/> \$ 17 42
Loss to schooner by reason of non-delivery, 20%.....			3 49
			<hr/> \$ 20 91
Interest to 31st July, 1898, at 7% p. a.			9 03
			<hr/> Total
			\$ 29 94

6. The goods intended for the schooner "Sapphire" and seized were, and the claim in respect thereof is, as follows:

4 sacks potatoes	497	1¼.....	\$ 8 70
1 " onions	117	.....	2 05
		Cge. and wge.....	50
1 chart Nth. Okhotsch Sea		.....	3 00
1 " Sth. " "		.....	3 00
18 sacks potatoes	2124	18.....	19 11
		Cge. and wge.....	1 00
			<hr/> \$ 37 36
Loss to schooner by reason of non-delivery, 20%.....			7 47
			<hr/> \$ 44 87
Interest to July 31st, 1898, at 7% p. a.			19 28
			<hr/> Total.....
			\$ 64 11



7. The goods intended for the schooner "Arnoko" and seized were, and the claim in respect thereof is, as follows:—

10 sks. potatoes	1216	1½.....	\$ 18 24
1 " onions	109	1½.....	1 64
Loss to schooner by non-delivery, 20%			3 98
			<hr/>
			\$ 23 86
To interest to 31st July, 1898, at 7%			10 27
			<hr/>
Total			\$ 34 13

8. The goods intended for the schooner "Annie E. Paint" and seized were, and the claim in respect thereof is, as follows:

To Cowan & Wilson's account for grocery and provisions	\$91 22
To coal bill	15 00
	<hr/>
Loss to schooner o/a non-delivery 20%	21 25
	<hr/>
	\$127 47
Interest to 31 July, 1898, at 7%	54 98
	<hr/>
	\$182 45

9. I summarise the whole claim of E. B. Marvin & Co. as follows:

Schooner E. B. Marvin	\$ 63 59
" Carlotta G. Cox	169 63
" Triumph	29 94
" Sapphire	64 11
" Arnoko	3. 13
" Annie E. Paint	182 45
	<hr/>
	\$543 85

With interest at 7% from 31 July, 1898, until paid.

10. The said E. B. Marvin & Co. will also have to pay legal expenses in connection with the preparation and presentation of the Memorial and this claim, but for the sake of convenience this is included in the claim of Thomas Earle.

And I make this solemn declaration conscientiously 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 Victoria, in the
Province of British Columbia,
this 23rd day of August, 1898. }

JOHN G. COX.
E. B. MARVIN & COY.

FRED. PETERS,
Notary Public for British Columbia.



DOMINION OF CANADA, }
 PROVINCE OF BRITISH COLUMBIA. }

In the Matter of the Memorial of Thomas Earle and Others Respecting Their Claim Arising Out of the Seizure of the Steamer "Coquitlam."

CLAIM OF THE PACIFIC SEALING CO.

I, John L. Penney, of Victoria, in the Province of British Columbia, Managing Director of the Pacific Sealing Company, Limited, solemnly declare and say as follows:

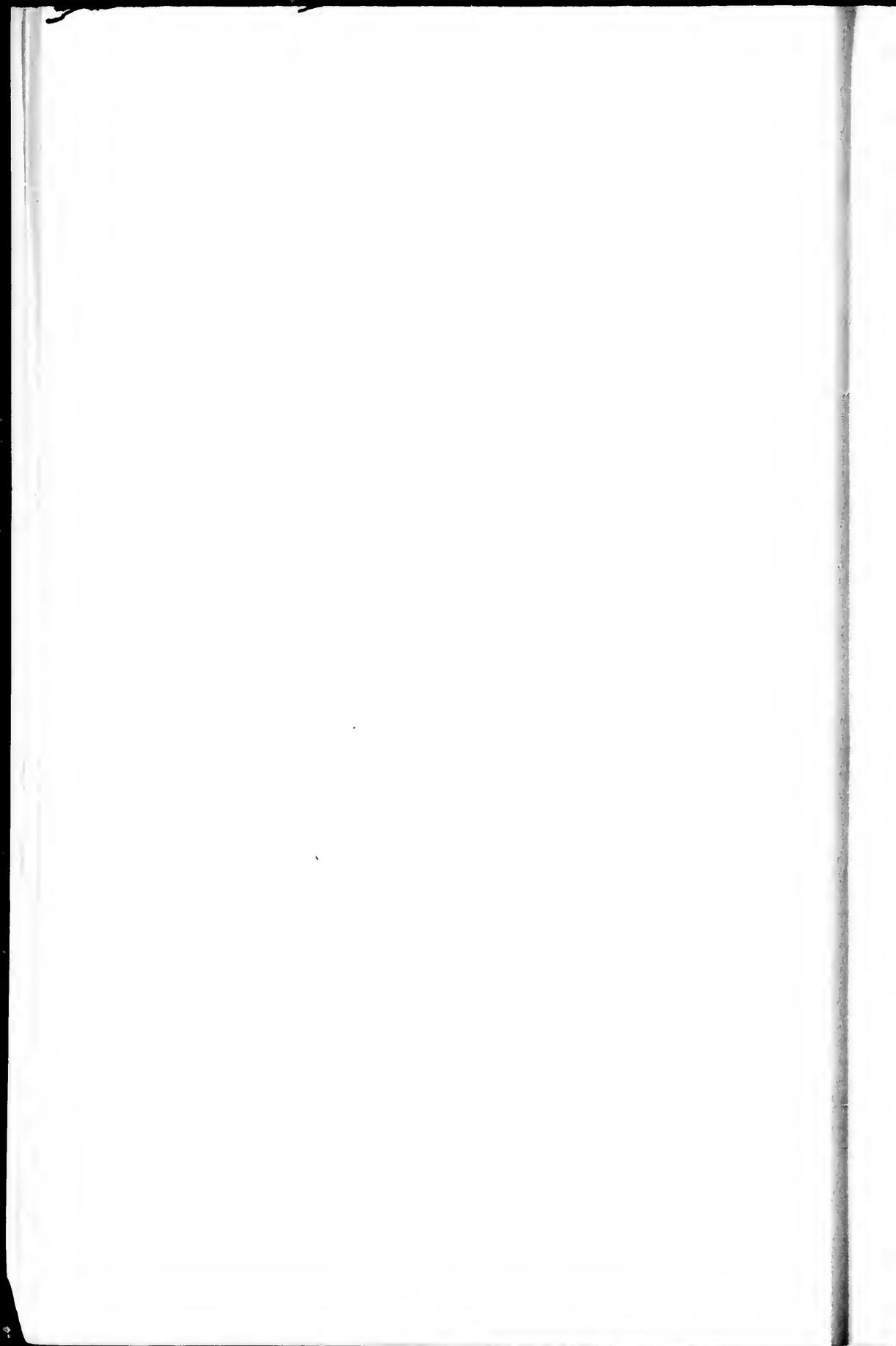
1. In the year 1892 the Pacific Sealing Company, Limited, were the owners of the sealing schooner "Oscar and Hattie," and I was the Manager of the said Company.

2. There were on board the steamer "Coquitlam" at the date of her seizure, namely the 21st day of June, 1892, one hundred and seventy-one (171) sealskins transferred to her from the "Oscar and Hattie" on the open sea. This number is proven by the libel filed in the District Court at Alaska.

3. By reason of the seizure of the said steamer and the said skins the Pacific Sealing Company, Limited, suffered the following losses:

(a) I had to pay and did pay through R. P. Rithet & Co., Limited, the Company's proportion toward the interest on the money required to furnish bonds and for legal and other expenses connected with defending the libel and obtaining possession of the Company's property, all of which sums are included in the claim presented by Messrs. R. P. Rithet & Co., Ltd. The sum actually paid by me for the Company under this head was the sum of \$498.55, which sum on behalf of the Company I claim, together with interest, which up to the 31st day of July, 1898, amounts to the sum of \$126.07. This amount of interest is arrived at by calculating interest on the several sums advanced by me from the time they were so advanced up to the 31st July, 1898, at seven per cent. per annum, in all my claim under this head is the sum of \$624.67, on which sum I also claim interest from 31st July, 1898, until paid, at the rate of seven per cent. per annum.

(b) The skins taken were detained at Sitka from the date of seizure, namely the 22nd June, 1892 (as appears by said libel), until the 19th September following (as appears by the order of release which is dated on that day), and they did not arrive at Victoria until the 28th September. During this delay the skins became to a certain extent damaged and deteriorated in value; this deterioration in value is, I believe, fully the sum of \$ _____ per skin, which on 171 skins amounts to the sum of \$ _____, which sum I claim with interest up to the 31st July, 1898, at seven per cent. per annum, namely \$ _____, in all the sum of \$ _____. I also claim interest upon this sum from the 31st July, 1898, until paid, at the said rate.



(c) When the "Coquitlam" returned she claimed a larger amount of freight on account of delay. Her seizure also prevented her from carrying down the skins from many other schooners who intended to make use of her and who all would have contributed towards the charter money. It was calculated that if the vessel had been allowed to carry out her voyage the freight would have amounted to fifteen cents per skin. In order to meet this claim I was compelled to pay into the Supreme Court of British Columbia \$256.50, part of which was afterwards paid back. I claim for loss under this head as follows:

Money deposited in court re charter of "Coquitlam," Oct. 11th 1892.....	\$256 50
Interest from Oct. 11th, 1892, to July 31st, 1898, 7%.....	99 20
	<hr/>
	\$355 70
Less legitimate freight if "Coquitlam" had not been seized, 171 skins at 15c.....	\$ 25 65
Less money refunded by court June 29, 1893.....	184 40
Interest from June 29, 1893, to July 31, 1898, 7 %	65 63
	<hr/>
	275 68
Loss under this head	\$ 80 02

(d) I also claim to be reimbursed for the reasonable expenses to be incurred by me in preparing and presenting this claim, but this claim I have for the sake of convenience included in Thomas Earle's claim.

4. I summarise the claim of the Pacific Sealing Company, Limited, as follows:

Cash paid for interest on bonds, legal expenses, etc.....	\$ 498 55
Interest at 7 % to July 31st, 1898.....	126 07
Difference in value between sound skins and damaged ones, 171 skins at \$2.50.....	427 50
Interest from Oct. 21st, 1892, to July 31st, 1898.....	164 60
Loss on freight.....	80 02
	<hr/>
	\$1,296 74

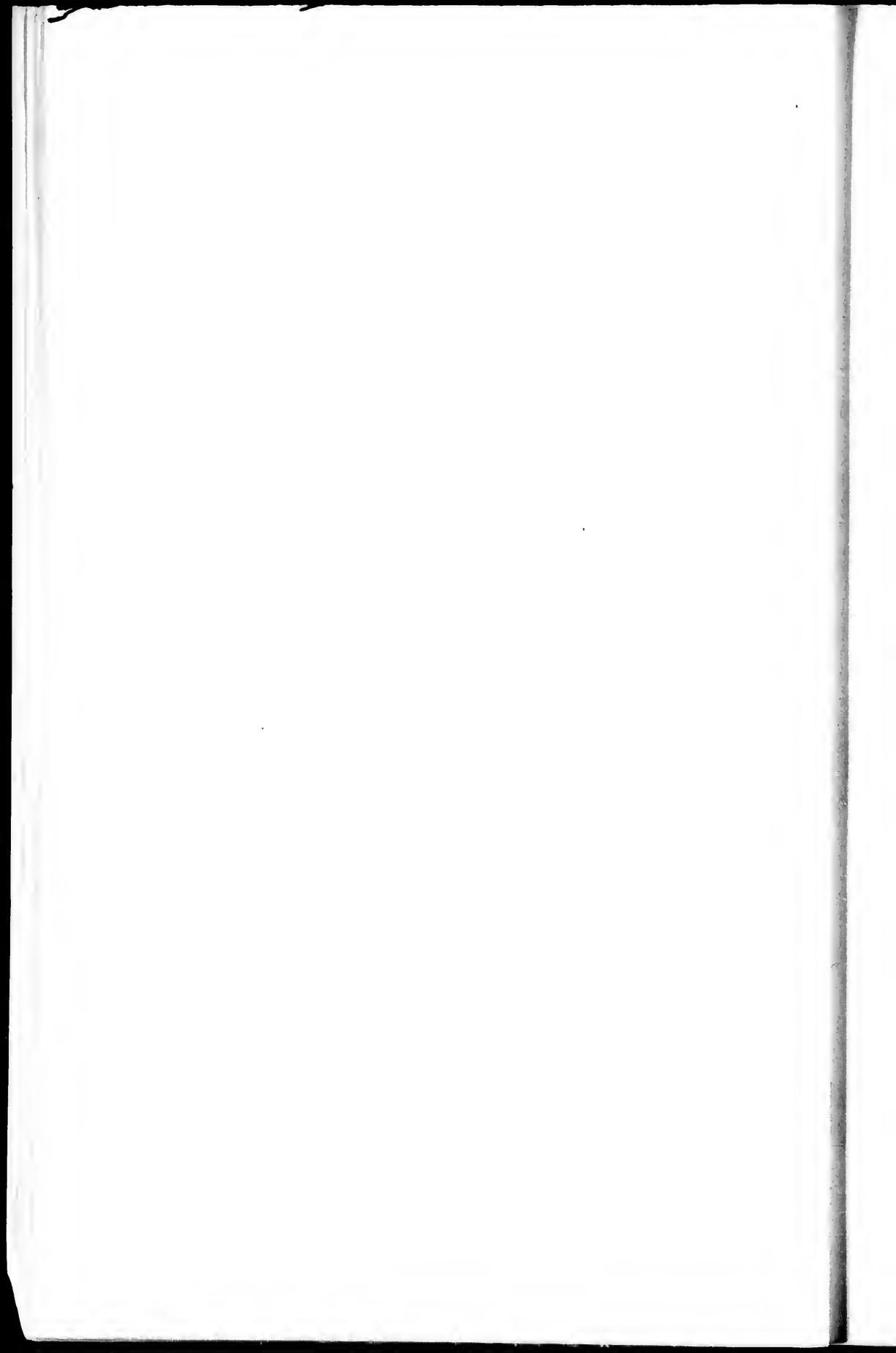
Interest at 7 per cent. per annum from 31st July, 1898, until payment.

And I make this solemn declaration conscientiously 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 Canadian Evidence Act, 1893.

Declared before me at Victoria, British Columbia, this 22nd day of August, 1898.	} JOHN L. PENNEY, Managing Director Pacific Sealing Company Limited.
--	--

GEO. A. STEWART POTTS,

A Commissioner for taking affidavits to be used in
the Supreme Court of British Columbia.



DOMINION OF CANADA, }
 PROVINCE OF BRITISH COLUMBIA. }

In the Matter of the Memorial of Thomas Earle and Others Respecting their Claim Arising out of the Seizure of the Steamer "Coquitlam."

CLAIM OF WILLIAM MUNSIE ARISING OUT OF THE SEIZURE OF THE STEAMER "COQUITLAM."

I, Frederick Carne, Junior, of Victoria, partner of the above named William Munsie, solemnly declare and say as follows:

1. The said William Munsie is at present absent from Victoria and is in Alaska and cannot be got at to make a declaration in this matter.

2. I have personal knowledge of the facts herein stated.

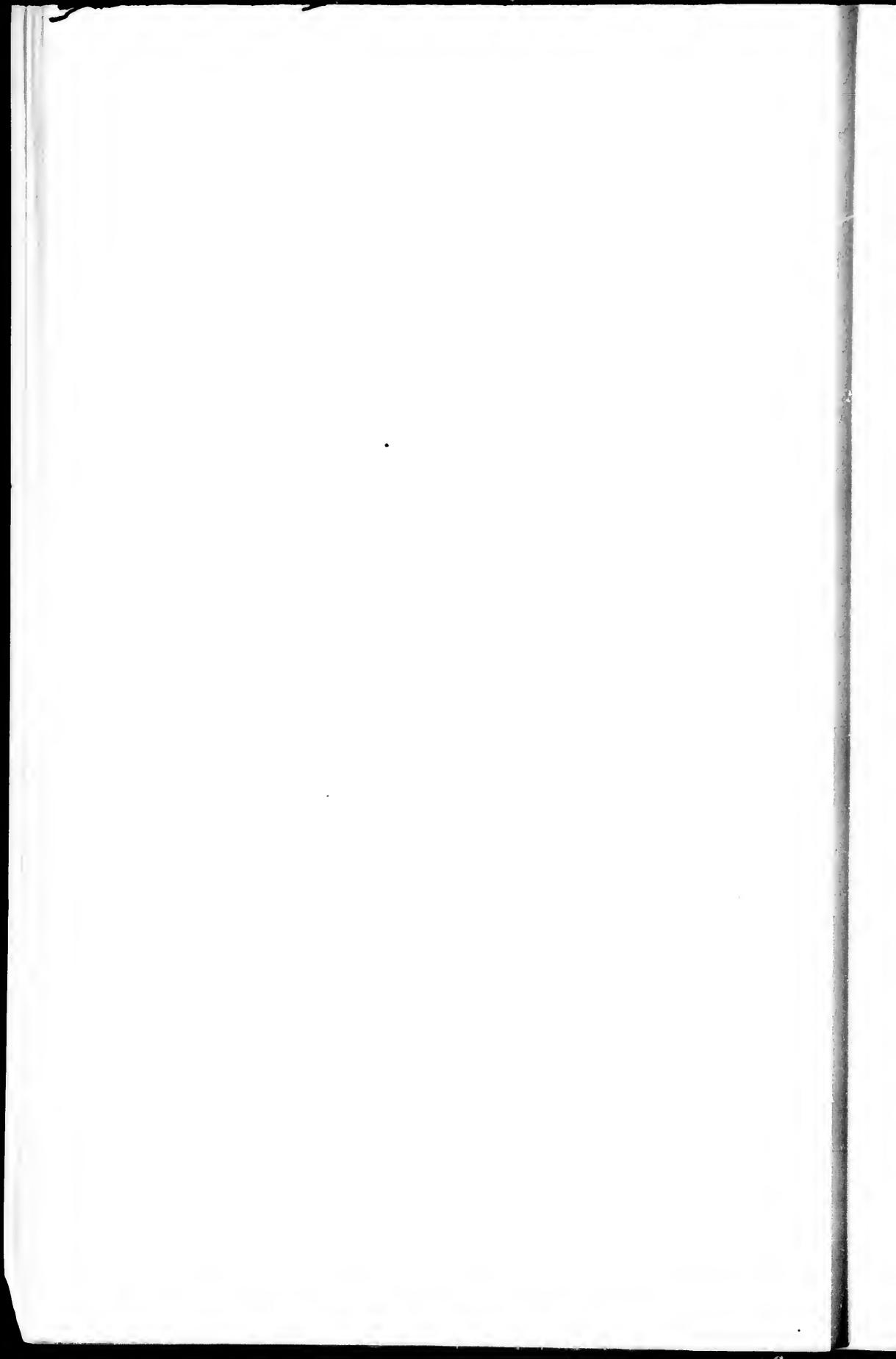
3. The said William Munsie was in the year 1892 the managing owner of the British sealing schooners "Viva," "Mary Taylor," "Pioneer," and "City of San Diego," all of which in the month of June, 1892, were engaged in fur seal hunting in the North Pacific ocean.

4. At the time of the seizure of the "Coquitlam," namely, on the 22nd day of June, 1892, there were on board her sixteen hundred and fifty fur seal skins transferred to her on the open sea from the schooner "Viva." This number is proven by the libel filed in the District Court at Alaska, and these skins were seized with the said steamer.

5. In the month of June, 1892, the said William Munsie shipped on board the steamer "Coquitlam" for delivery to the said several vessels, goods, the particulars whereof are set out hereafter. The whole of the said goods with the exception of those intended for the schooner "Viva" (which were duly delivered to her) were on board the said steamer when she was seized as stated in the annexed memorial and were lost to the said William Munsie.

6. The goods intended for the schooner "Pioneer" and seized were as follows:—

15 sacks potatoes.....	1800 lbs.	\$ 1½	\$ 22 50
1 " beans.....	145 "	4	5 80
10 lb box tea.....			3 25
40 " coffee.....		25	10 00
1 case milk.....			7 00
1 sack bacon.....	160 lbs.	15	24 00
1 box evaporated apples.....	50 "	11	5 50
1 firkins butter.....	248 "	23	55 80
1 sack onions.....	105 "	1½	1 57
2 kegs sugar.....	200 "	5½	10 50



8 cases roast beef	\$ 2 00	\$16 00
1 " evaporated vegetables		5 00
16 sacks flour	2½ bbls. 6 00	15 00
2 boxes p. bread		4 00
1½ doz. b. powder	5 00	6 66
1 bbl. pork		22 00
1 " beef		16 00
1 case sundr's, Capt. McDougall		20 00

\$250 67

7. The goods intended for the schooner "Mary Taylor" and seized were as follows:—

15 sacks potatoes	1800 lbs. \$ 1½	\$ 22 50
1 " beans	130 " 4	5 20
10 lbs. tea		3 25
40 " coffee		10 00
1 case milk		7 00
1 sack bacon	120 lbs. 15	18 00
1 box apples	50 " 11	5 50
2 firkins butter	243 " 23	55 89
1 sack onions	105 " 1½	1 57
2 kegs sugar	200 " 5¼	10 50
8 cases r. beef	2 00	16 00
1 " evaporated vegetables		5 00
2½ bbls. flour	6 00	15 00
2 boxes p. bread		4 00
2 mats rice	2 00	4 00
2 doz. b. powder	5 00	10 00
1 bbl. pork, \$22.00; 1 bbl. beef, \$16.00		38 00
1 case sundries for Jas. Cassford		5 00
1 " " " Joe Carey		5 00
1 " " " Capt. Harris		10 00

\$251 41

8. The goods intended for the schooner "City of San Diego" and seized were as follows:—

2 doz. baking powder	\$5 00	\$ 10 00
15 sacks potatoes	1800 lbs. 1½	22 50
1 " beans	145 " 4	5 80
1 case coffee	40 " 25	10 00
1 " milk		7 00
1 " bacon	160 " 15	24 00
1 box dra. apples		5 50
2 firkins butter	243 " 23	55 89
1 sack onions	105 " 1½	1 57
2 kegs suga	200 " 5¼	10 50
1 bbl. beef		16 00
1 " pork		22 00
1 case evaporated vegetables		5 00

10 sacks flour	2½ bbls. \$6 00	\$ 15 00
2 boxes pilot bread.....	2 00	4 00
2 mats rice.....	2 50	5 00
1 box tea	10 lbs.	3 25
1 foresail.....	.....	75
2 cases sundries to Capt. Leblanc.....	.....	20 00
1 " " " Geo. French.....	.....	5 00
		\$323 76

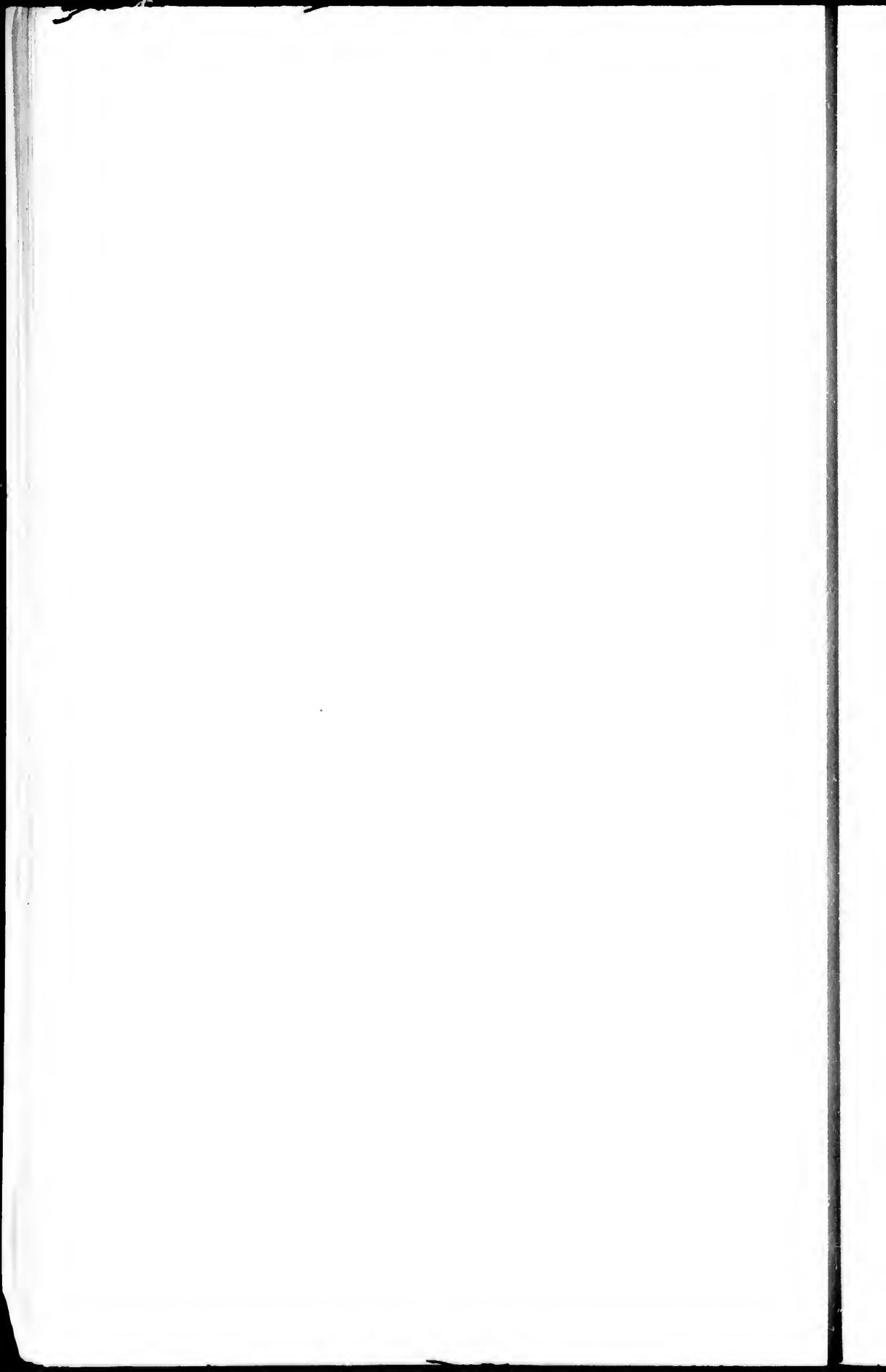
9. By reason of the seizure of the said steamer and the skins of the "Viva" the said William Munsie suffered the following losses as I verily believe:

(a) One hundred of the said skins were attached whilst at Sitka by one Clarke, who claimed to be a creditor of Munsie's, but whose claim was disputed; in consequence of this fifty of the skins valued at \$14.70 each were entirely lost to said Munsie, never being returned, and he was obliged to incur an expense of fifty dollars in getting back the other fifty.

(b) The said William Munsie had to pay and did pay through Messrs. R. P. Rithet & Co., Limited, his proportion toward the interest on the money required to furnish bonds and for legal and other expenses connected with defending the libel and obtaining possession of his property, all which, sums are included in the claim presented by Messrs. R. P. Rithet & Co., Ltd. The sum actually paid by the said William Munsie under this head was the sum of \$4,343.88, which sum he claims together with interest from the time said sum was advanced until the 31st July, 1898, and from thence on until paid at seven per cent. per annum.

(c) The skins taken were detained at Sitka from the date of seizure namely, the 22nd June, 1892, (as appears by said libel) until the 19th day of September following (as appears by the order of release which is dated on that day) and they did not arrive at Victoria until the 28th September. During this delay the skins became to a certain extent damaged and deteriorated in value. This deterioration in value is I believe fully the sum of \$2.50 per skin, which on 1604, the number returned, amounts to the sum of \$4,010, which sum the said William Munsie claims with interest up to the 31st July, 1898, at seven per cent. per annum, namely, the further sum of \$1,684.20; in all the sum of \$5,694.20. The said Munsie also claims interest upon this sum from the 31st July, 1898, until paid at the said rate.

(d) When the "Coquitlam" returned she claimed a larger amount of freight on account of delay. Her seizure also prevented her from carrying down the skins from many other schooners who intended to make use of her and who all would have contributed towards her charter money. It was calculated that if the vessel had been allowed to carry out her voyage the freight would have amounted to 15 cents per skin. In order to meet this claim Munsie was compelled to pay into the Supreme Court of British Columbia the sum of as nearly as I can calculate \$2,410, part of which was afterwards paid back. The said Munsie claims for loss under this head as follows:



Money deposited Supreme Court 11 Oct., 1892.....	\$2,410 00
Interest to 31 July, 1898.....	983 50
	<hr/>
	\$3,393 50
Less freight he should have paid at 15c.....	240 60
	<hr/>
	\$3,152 90
Less refund, June, 1893.....	\$1,732 00
Interest to 31 July, 1898.....	605 20
	<hr/>
	2,338 20
	<hr/>
Total loss under this head.....	\$ 814 70

These figures may not be quite accurate, but until Mr Munsie's return I cannot make them quite correct. They are approximately correct.

(c) The said William Munsie was also put to a great deal of personal trouble in looking after the said claim and in getting possession of the one hundred skins which were attached for which he claims \$250.

10. By reason of the seizure of the said goods that were shipped and intended for the schooner "Mary Taylor," the said William Munsie claims to have suffered the following losses:

(a) The value of the goods taken, \$251.41. Together with interest thereon at the rate of seven per cent. per annum for six years up to the 31st July, 1898, equal to the sum of \$

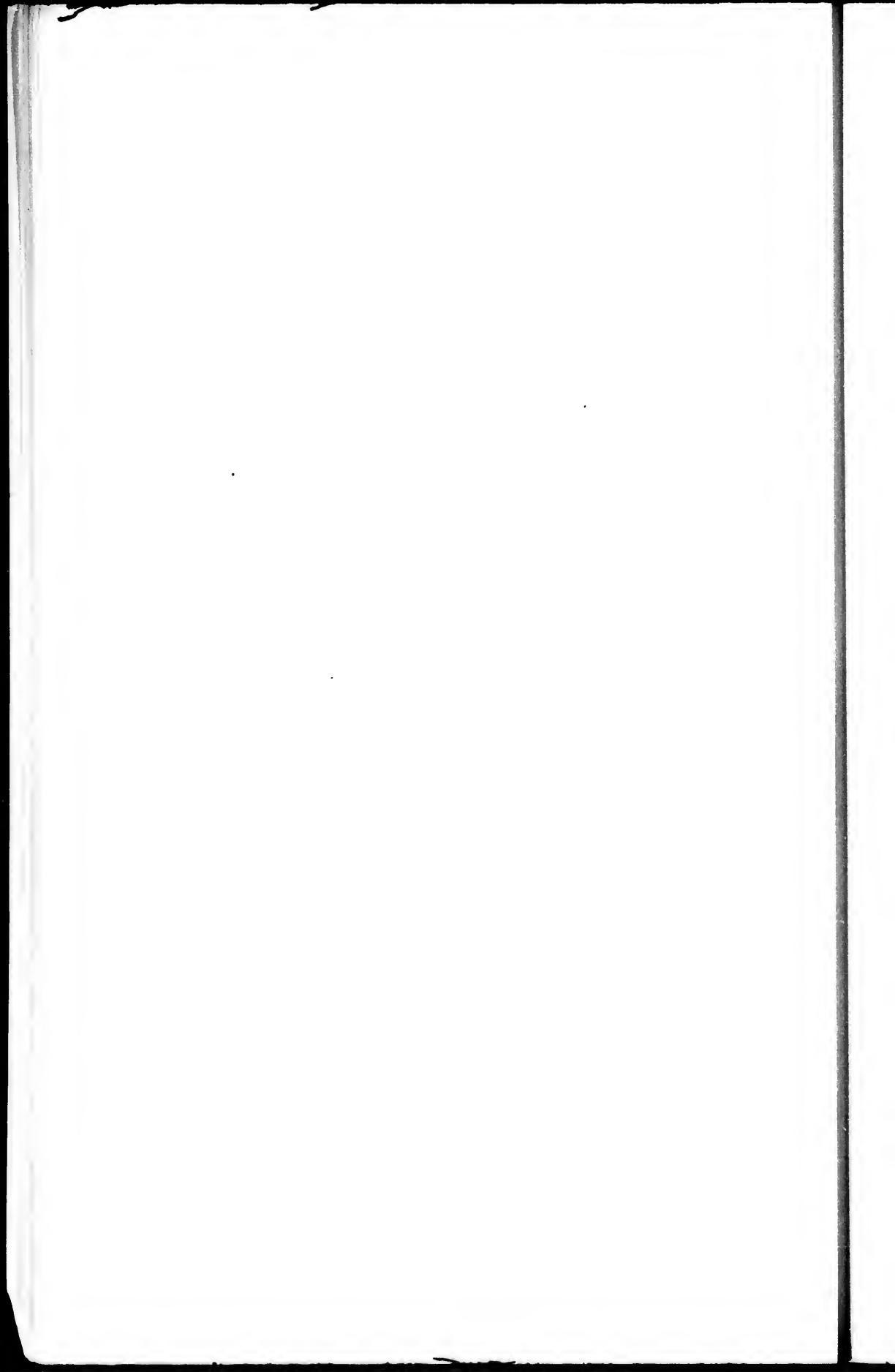
(b) He also claims that by reason of the seizure of the said goods the "Mary Taylor" was left without the necessary supplies to proceed on her voyage to the Copper Islands, where she intended to seal, and that in consequence thereof the voyage was broken up, and he claims that the loss in respect of such breaking up of the voyage would amount to the sum of say \$10,000.

(c) He also claims interest on whatever amount may be allowed from the time of the seizure until the 31st day of July, 1898.

11. By reason of the seizure of the said goods that were shipped and intended for the schooner "Pioneer," the said William Munsie claims to have suffered the following losses:

(a) The value of the goods taken, \$250.67. Together with interest thereon at the rate of seven per cent. per annum for six years up to the 31st July, 1898, equal to the sum of \$

(b) He also claims that by reason of the seizure of the said goods the "Pioneer" was left without the necessary supplies to proceed on her voyage to the Copper Islands, where she intended to seal, and that in consequence thereof the voyage was broken up, and he claims that the loss in respect of such breaking up of the voyage would amount to the sum of say \$10,000.



(c) He also claims interest on whatever amount may be allowed from the time of the seizure until the 31st day of July, 1898.

12. By reason of the seizure of the said goods that were shipped and intended for the schooner "City of San Diego," the said William Munsie claims to have suffered the following losses:

(a) The value of the goods taken \$323.76. Together with interest thereon at the rate of seven per cent. per annum for six years up to the 31st July, 1898, equal to the sum of \$

(b) He also claims that by reason of the seizure of the said goods the City of San Diego was left without the necessary supplies to proceed on her voyage to the Copper Islands where she intended to seal, and that in consequence thereof the voyage was broken up, and he claims that the loss in respect of such breaking up of the voyage would amount to the sum of say \$10,000.00.

(c) He also claims interest on whatever amount may be allowed from the time of the seizure until the 31st day of July, 1898.

13. I summarise the claim of the said William Munsie as follows:

RE SCHOONER "VIVA."

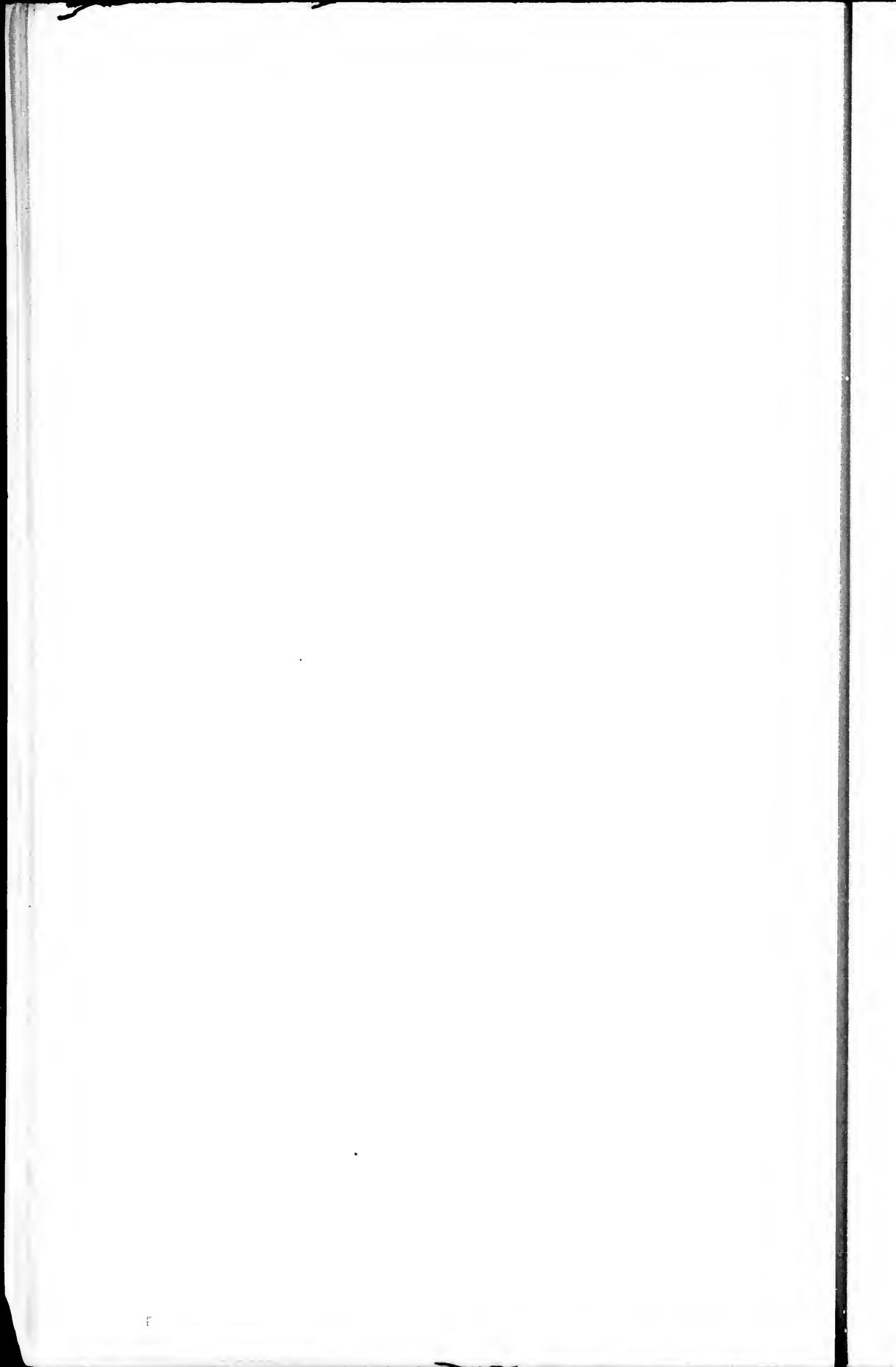
Fifty skins lost at \$14.70 each.....	\$	735	00
Interest thereon to the 11th July, 1898.....			
Legal expenses in recovery of other skins.....		50	00
Interest thereon to the 11th July, 1898.....			
Proportion of interest and costs paid.....		4,343	88
Interest thereon.....			
Personal expenses.....		250	00
Legal expenses of preparing this claim included in claim of Thomas Earle.....			
		Total claim for "Viva."	

RE SCHOONER "MARY TAYLOR."

Goods seized.....	\$	251	41
Interest thereon to 31st July, 1898, six years at seven per cent.....			
Breaking up of voyage on account of want of supplies, say, \$10,000.....		10,000	00
		Total claim for Mary Taylor.	

RE SCHOONER "PIONEER."

Goods seized.....	\$	250	67
Interest thereon to the 31st July, 1898, at seven per cent.....			
Breaking up of voyage on account of want of supplies.....		10,000	00
		Total claim for "Pioneer."	



RE SCHOONER "CITY OF SAN DIEGO."

Goods seized.....	\$ 323 76
Interest for six years to the 31st July, 1898.	
Breaking up of voyage on account of want of supplies	10,000 00
Total claim for "City of San Diego."	

Interest on this amount from 31st July, 1898, until paid at the rate of 7 % per annum.

And I make this solemn declaration conscientiously 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 Victoria, } British Columbia, this 23rd day } of August, 1898. }	FREDERICK CARNE, JR.
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FREDERICK PETERS,
Notary Public for British Columbia.

DOMINION OF CANADA, }
PROVINCE OF BRITISH COLUMBIA. }

**In the Matter of the Memorial of Thomas
Earle and Others Respecting Their Claim
Arising Out of the Seizure of the Steamer
"Coquitlam."**

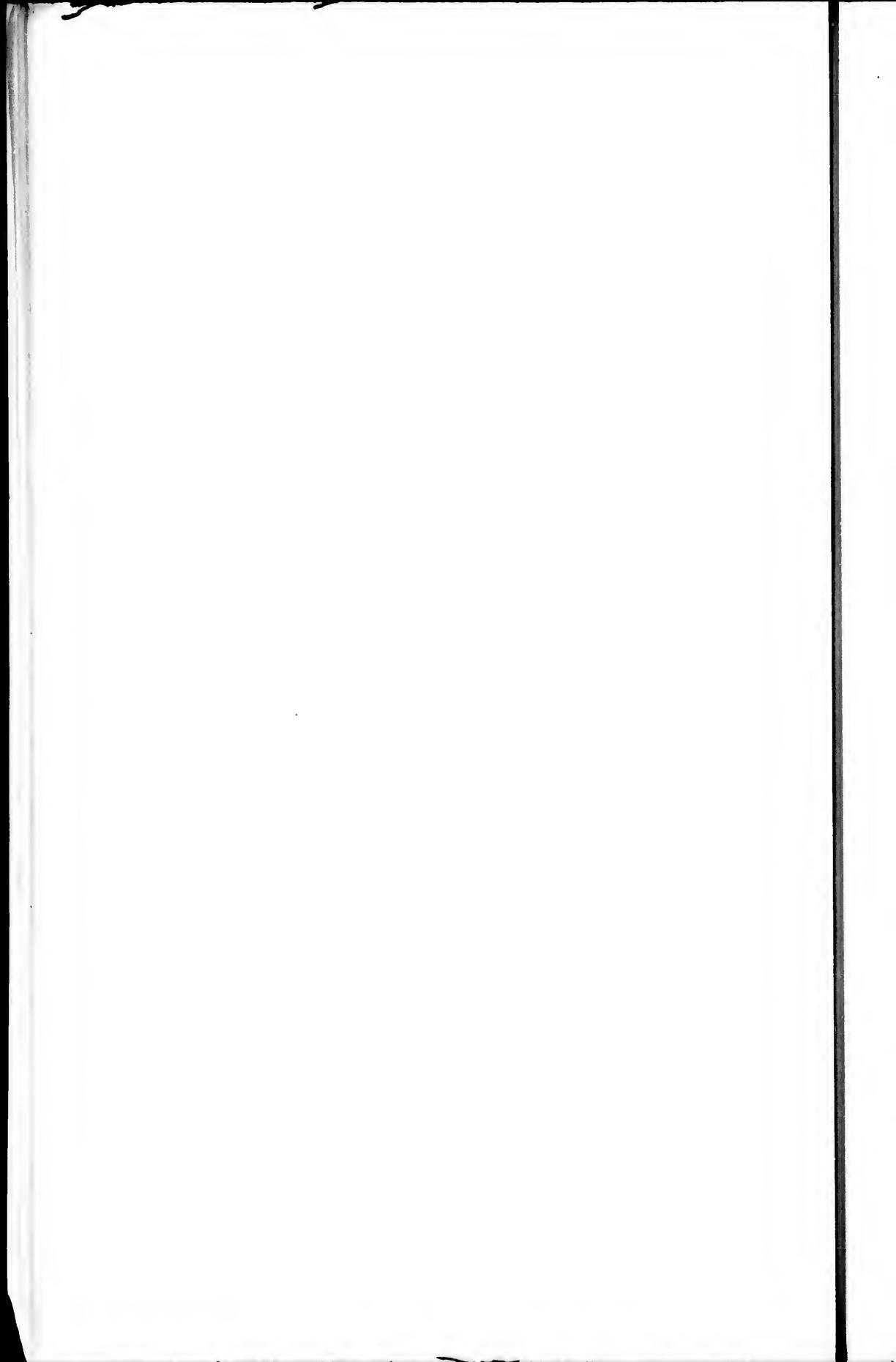
CLAIM OF HALL, GOEPEL & Co.

I, Richard Hall, one of the members of the firm of Hall, Goepel & Co., who signed the said memorial, do solemnly declare:

1. That on the seventh day of June, 1892, we shipped on board the steamer "Coquitlam" at Victoria, B.C., goods for the schooner "Ocean Belle" to the amount of \$207.07, and goods for the schooner "Geneva" to the amount of \$24.07. Annexed hereto are invoices showing what the goods were, and the prices stated therein are correct.

2. All the said goods were on board the steamer "Coquitlam" when she was seized by the Government of the United States, as set forth in the said memorial, and have been absolutely lost to the said Hall, Goepel & Co.

3. All the facts set out in the said memorial (which for the sake of convenience is hereto annexed) are true in substance and in fact so far as they relate to the claim of Hall, Goepel & Co.



4. We claim the value of the said goods, namely, the sum of \$231.14, with twenty-five per cent. added for their value at the place where they were seized, and we also claim to be indemnified for costs which were necessarily incurred in and about the preparation of this claim and the presentation thereof, which we estimate will be \$75.00 or thereabouts, and we also claim to receive interest on the value of the goods at the place where they were seized from the seizure until payment at the rate of seven per cent. per annum.

And I make this solemn declaration conscientiously 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 Victoria, in the
 Province of British Columbia,
 this 23rd day of August, 1898. } RICHARD HALL.

FRED. PETERS,
 Notary Public for British Columbia.

RE "COQUITLAM" SEIZURE.

Claim of Hall, Goepel & Co.

1892.

June 7—To goods shipped per "Coquitlam" n/e
 Scho. "Ocean Belle" \$207 07
 To goods shipped per "Coquitlam" n/e
 Scho. "Geneva" 24 07
 ----- \$231 14
 Add for value at place of seizure 25%... 57 78
 Total..... \$288 92

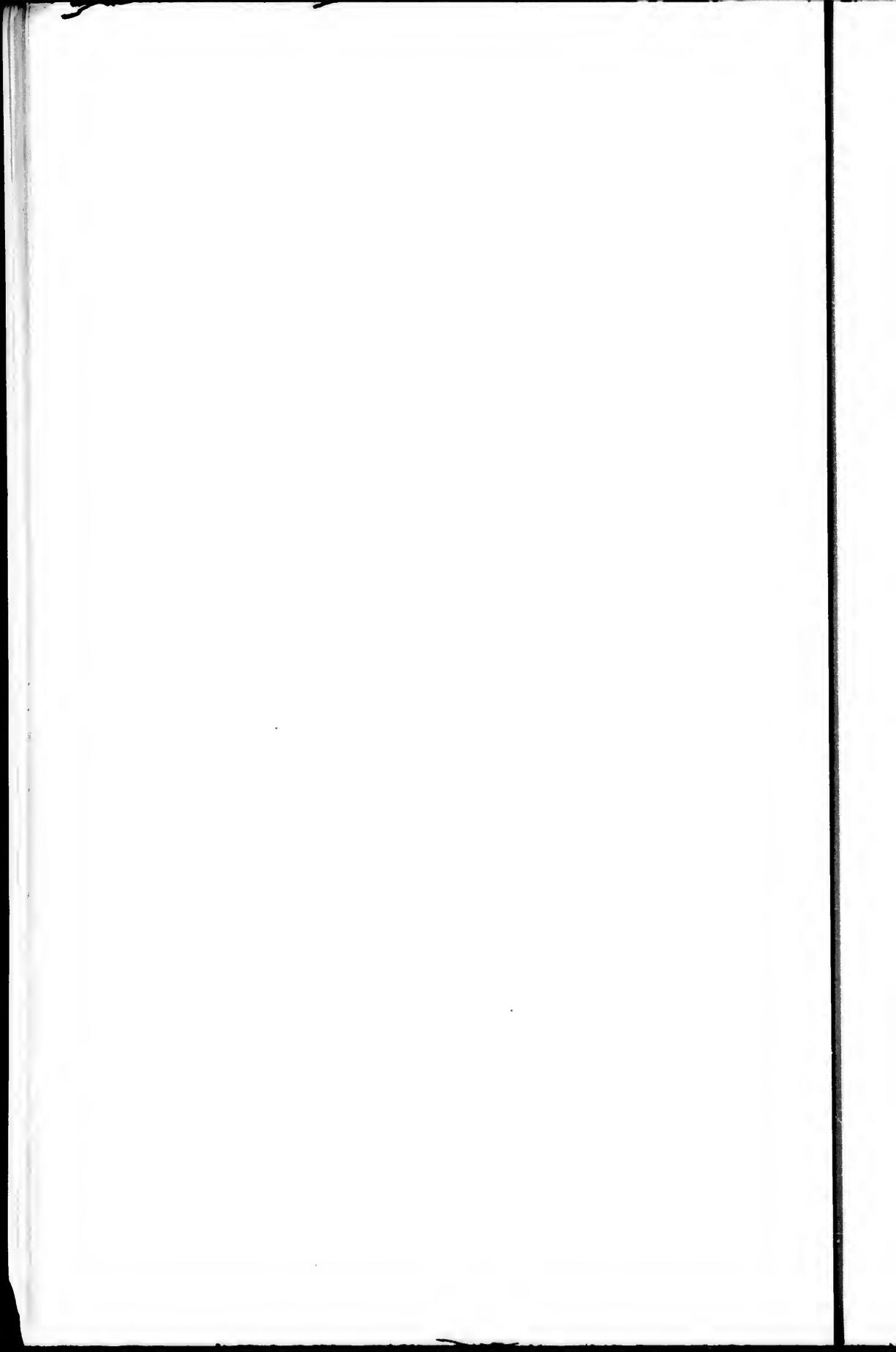
Our share cost of making and presenting this claim included in the item charged in Thomas Earle's claim.
 Interest on value of goods from seizure until paid at seven per cent. per annum.

June 7th, 1892.

INVOICE GOODS SHIPPED FOR SCHR. "OCEAN BELLE" WHICH WERE PURCHASED FROM CARNE & MUNSIE.

15 sacks potatoes.....1800 lbs.	11	.....	\$ 22 50
1 " onions..... 105 "	1½	.....	1 57
7 bbls. flour.....	6 00	.....	42 00
3 kegs sugar.....	5 25	.....	15 75
1 case coal oil.....		.....	3 25
2 " corned beef.....	3 00	.....	6 00
2 " " mutton.... 1 doz.	3 00	.....	12 00
1 " milk.....		.....	7 00
1 " butter..... 100 lbs.	22	.....	22 00-----
			\$132 00

Also the following purchased from John Barnsley & Co.:
 2 hammer shotguns, 10... 37 50 75 00



INVOICE GOODS SHIPPED FOR SCHR. "GENEVA" WHICH WERE PURCHASED FROM CARNE & MUNNIE.

June 7th, 1892.

15 sacks potatoes..... 1800 lbs.	1½.....	\$ 22 50
1 " onions..... 105 "	1½.....	1 57
		\$ 24 07

DOMINION OF CANADA, }
 PROVINCE OF BRITISH COLUMBIA. }

In the Matter of the Memorial of Thomas Earle and Others Respecting Their Claim Arising Out of the Seizure of the Steamer "Coquitlam"

CLAIM OF C. J. KELLEY ARISING OUT OF SEIZURE OF "COQUITLAM."

I, Cereno J. Kelley, of Victoria, British Columbia, one of the signers of the said Memorial and master mariner, solemnly declare and say as follows:

1. In the year 1892 I was owner of and manager of the British sealing schooner "C. H. Tupper," which schooner was in the month of June, 1892, in the North Pacific ocean on a sealing voyage.

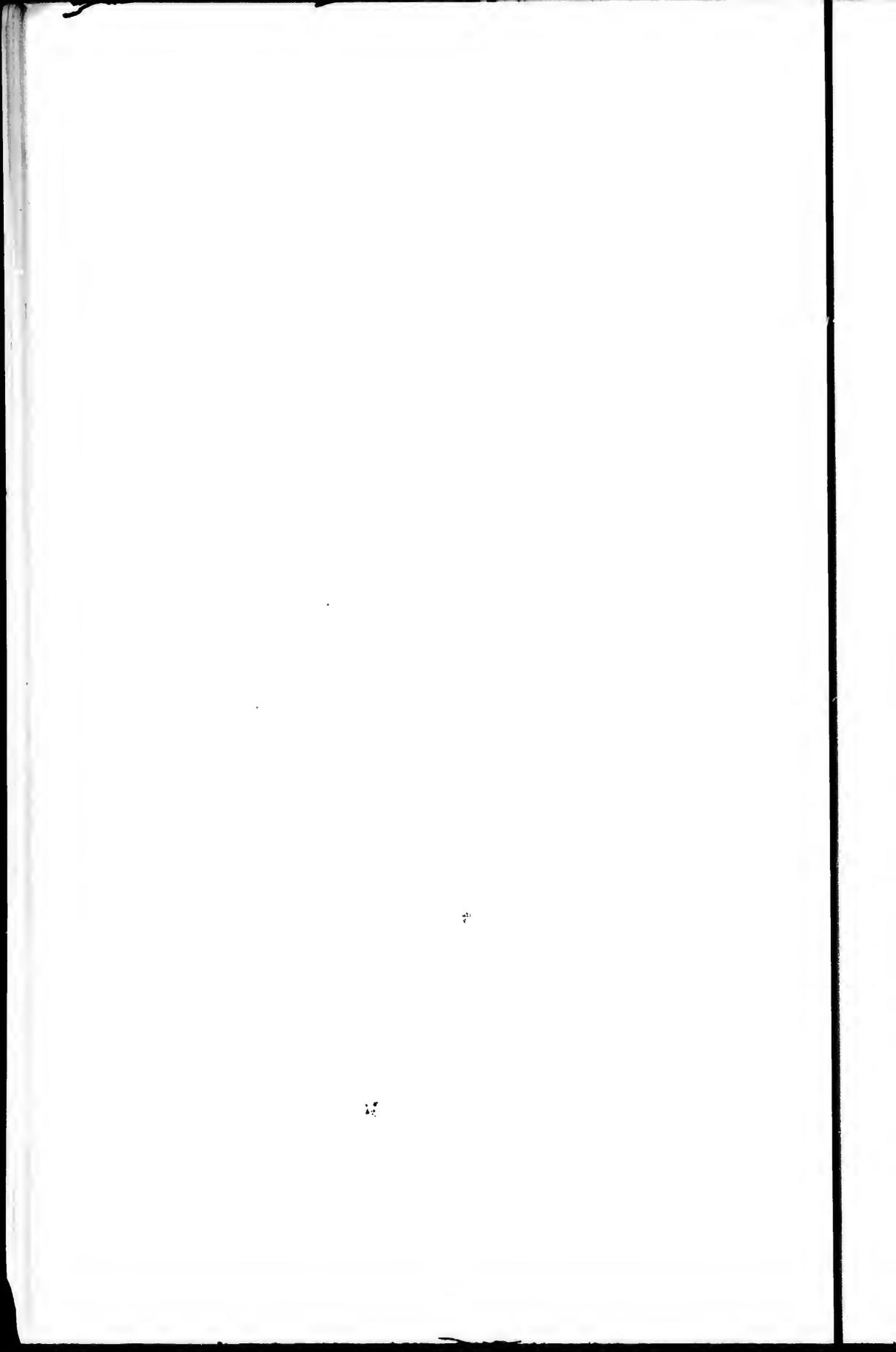
2. In the month of June, 1892, I shipped on board the steamer "Coquitlam" for delivery to the said schooner "C. H. Tupper" goods, the particulars whereof are set out hereafter. The whole of the said goods were on board the said steamer when she was seized as stated in the said Memorial and were lost to me.

3. The goods shipped by me as aforesaid were, and the claim in respect thereof is, as follows:

1892.		
June 7—To Simon Leiser, groceries.....	\$ 74 93	
" 8—" " " " ".....	4 50	
" R. P. Rithet & Co, sult.....	29 00	
" E. B. Marvin & Co, ship chandlery....	31 01	
Loss in consequence of non-delivery,		
20 %.....	27 89	
C J. Kelley's passage from Sitka.....	50 00	
Interest to July, 1898, @ 7 %.....	91 27	
	\$308 60	

Legal expenses with interest at 7 % from 31 July, 1898, until paid.

4. I will also have to pay legal expenses in connection with the preparation and presentation of this claim and said Memorial, but for the sake of convenience this is included in the claim of Thomas Earle.



And I make this solemn declaration conscientiously 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 Victoria,
British Columbia, this 19th day
of August, 1898.

C. J. KELLEY.

GEORGE A. STEWART POTTS,

A Commissioner for taking affidavits to be used in
the Supreme Court of British Columbia.

DOMINION OF CANADA, }
PROVINCE OF BRITISH COLUMBIA. }

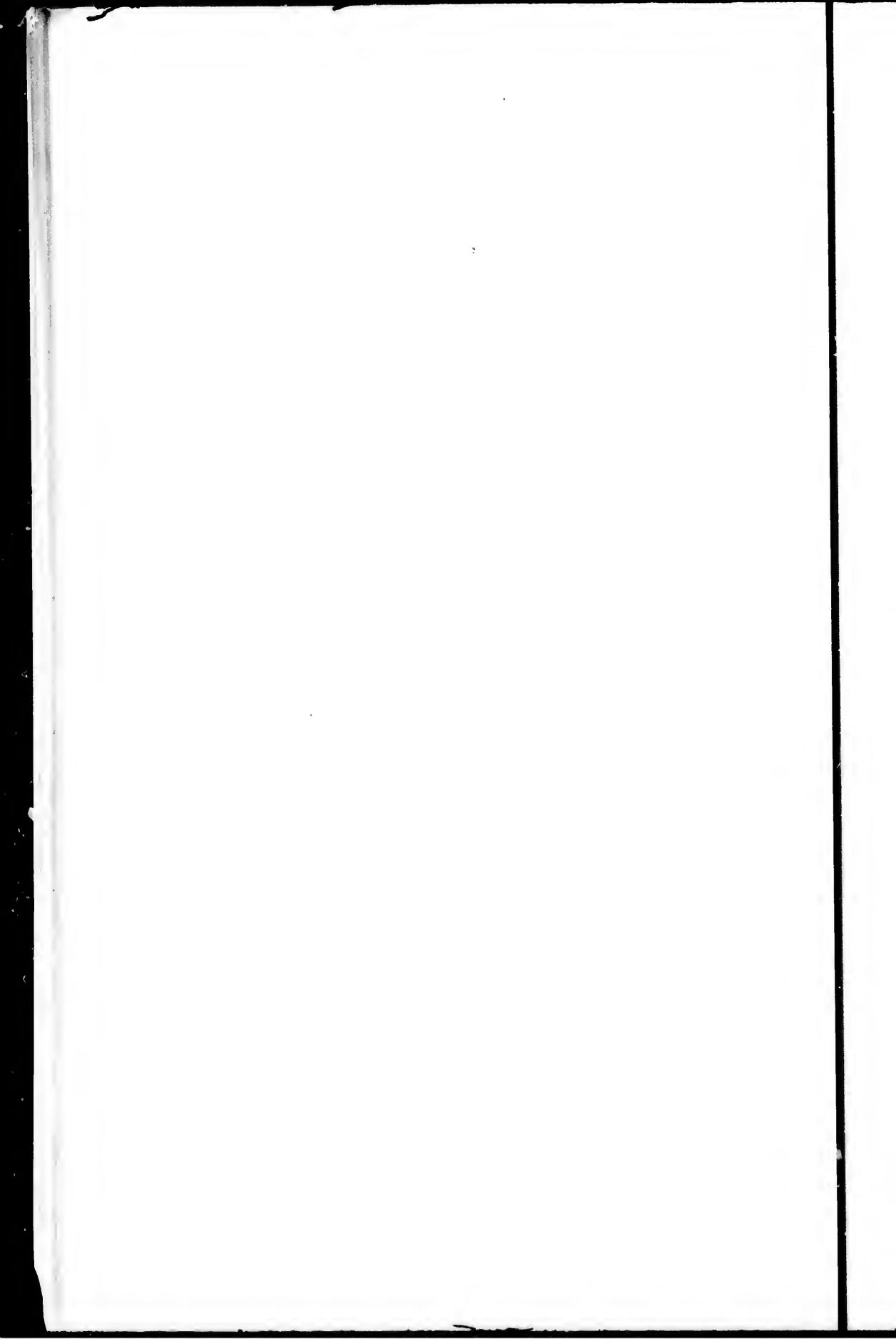
**In the Matter of the Memorial of Thomas
Earle and Others Respecting Their Claim
Arising Out of the Seizure of the Steamer
"Coquitlam."**

CLAIM OF GEORGE COLLINS.

I, George Collins, of Victoria, Master Mariner, one of the signers of the above Memorial, solemnly declare as follows:

1. I was owner of the schooner "Sea Lion" in the year 1892.
2. There were on board the "Coquitlam" at the date of her seizure six hundred and twenty-nine (629) seal skins transferred to her on the open sea from the said schooner "Sea Lion." This is proved by the libel filed in the District Court at Alaska.
3. By reason of the seizure of the said steamer, I as owner suffered the following losses:

(a) I had to pay and did pay through R. P. Rithet & Co., Limited, my proportion toward the interest on the money required to furnish bonds and for legal and other expenses connected with defending the libel and obtaining possession of my property, all which sums are included in the claim presented by Messrs. R. P. Rithet & Co. The sum actually paid by me under this head was the sum of \$1,876.15, which sum I claim with interest which up to the 31st July, 1898, amounts to the sum of \$394.70. This amount of interest is arrived at by calculating interest at the rate of seven per cent. per annum on the several sums advanced by me from the time they were so advanced up to the 31st July, 1898; in all my claim under this head is the sum of \$2,270.85, on which sum I claim interest from the 31st July, 1898, until paid at seven per cent. per annum.



(b) The skins taken were detained at Sitka from the date of seizure, namely, the 22nd June, 1892 (as appears by said libel), until the 19th September following (as appears by the order of release, which is dated on that day), and they did not arrive at Victoria until the 28th September. During this delay the skins became to a certain extent damaged and deteriorated in value. This deterioration in value is, I believe, fully the sum of \$2.50 per skin, which on 629 skins amounts to the sum of \$1,572, which sum I claim with interest up to the 31st July, 1898, at seven per cent. per annum, namely, \$672.21, in all the sum of \$2,244.71. I also claim interest upon this sum from the 31st July, 1898, until paid at the said rate.

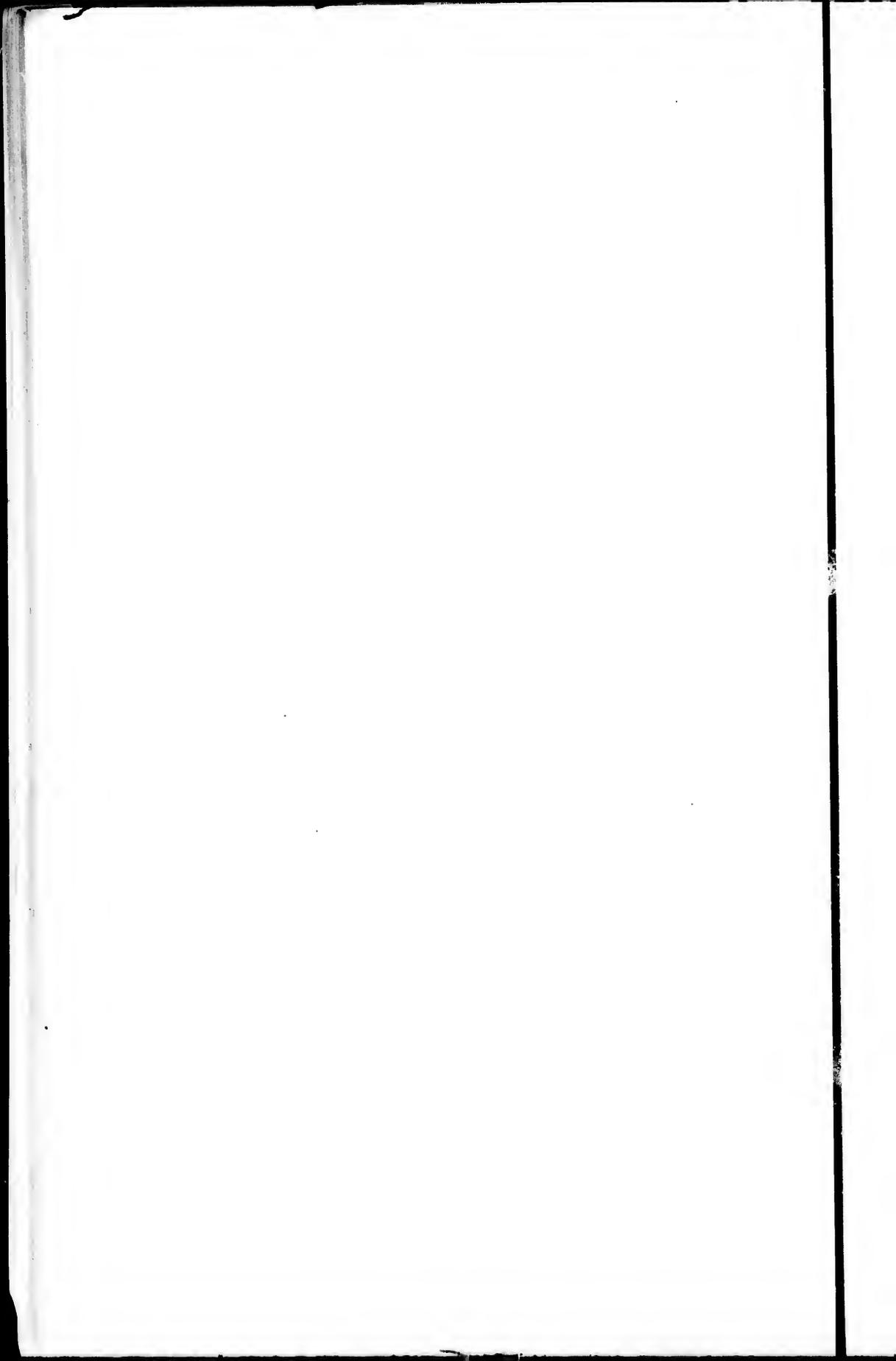
(c) When the "Coquitlam" returned she claimed a larger amount of freight on account of delay. Her seizure also prevented her from carrying down the skins from many other schooners who intended to make use of her, and who all would have contributed towards her charter money. It was calculated that if the vessel had been allowed to carry out her voyage the freight would have amounted to fifteen cents per skin. In order to meet this claim I was compelled to pay into the Supreme Court of British Columbia \$943.50, part of which was afterwards paid back. I claim for loss under this head as follows:

Money deposited in Court re charter of "Coquitlam" (21st October, 1892)	\$943 50
Interest	39 10
	<u>\$982 60</u>
Less money returned from Court.....	\$678 51
Interest	92 75
	<u>771 26</u>
	\$211 34
Less estimated freight if "Coquitlam" had not been seized @ 15c. per skin	94 32
	<u>\$117 02</u>

(d) I shall be put to some expense in connection with the preparing and presenting of the memorial in this matter and of my claim, but for the sake of convenience these expenses are included in the claim of Thomas Earle.

4. I summarise my claim as follows:

(a) For costs, interest on bonds, etc., and interest thereon	\$2,270 85
(b) Difference in value between sound and damaged skins at \$2.50 per skin (629 skins), and interest to 31st July, 1898.....	2,244 71
(c) Loss on freight and interest	117 02
	<u>\$4,632 58</u>
(d) Legal expenses included in Thos. Earle's claim. Interest from 31st July, 1898, at 7% per annum.	



And I make this solemn declaration conscientiously 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 Victoria, Brit- }
ish Columbia, this 22nd day of } GEORGE COLLINS.
August, 1898. }

FREDERICK PETERS,
Notary Public for British Columbia.

DOMINION OF CANADA, }
PROVINCE OF BRITISH COLUMBIA. }

In the Matter of the Memorial of Thomas Earle and Others Respecting Their Claim Arising out of the Seizure of the Steamer "Coquitlam."

CLAIM OF C. J. KELLEY.

I, Cereño J. Kelley, one of the Memorialists, do solemnly declare and say as follows :

1. In the claim put in by me in my declaration which accompanies this, I make the following charge :

C. J. Kelley's passage from Sitka to Victoria \$50 00

The explanation of this charge is as follows :

I was a passenger on board the "Coquitlam," having gone up in her for the purpose of looking after my sealing schooner "C. H. Tupper." That owing to the fact that the "Coquitlam" was seized and taken into Sitka I was compelled to take passage in a schooner from Sitka to Victoria, for which I had to pay the sum of \$50.

And I make this solemn declaration conscientiously 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 Victoria, }
British Columbia, this 23rd day } C. J. KELLEY.
of August A. D. 1898. }

FRED. PETERS,
Notary Public for British Columbia.

DOMINION OF CANADA, }
 PROVINCE OF BRITISH COLUMBIA. }

In the Matter of the Memorial of Thomas Earle and Others Respecting Their Claim Arising Out of the Seizure of the Steamer "Coquitlam."

CLAIM OF WM. GRANT.

I, William Grant, of Victoria, Master Mariner, solemnly declare and say as follows:

I was the owner of the Ainoko, a sealing schooner mentioned in the declaration of John G. Cox annexed hereto. I was a passenger on board the steamer "Coquitlam" on her voyage to the North in the month of June, 1892. I went up in the said steamer for the purpose of looking after my sealing interests and the said schooner owned by me as aforesaid.

Owing to the seizure of the "Coquitlam," I was taken to Sitka, and in order to return home to Victoria I was compelled to take a passage in the steamer "City of Puebla," for the passage I was compelled to pay and did pay the sum of \$50.00. This sum I claim should be paid to me in addition to the sum already claimed on behalf of the said schooner by E. B. Marvin & Company.

And I make this solemn declaration conscientiously 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 Victoria,
 British Columbia, this 23rd day
 of August, A. D. 1898.

WILLIAM GRANT.

FRED. PETERS,
 Notary Public for British Columbia.

