

E

Vice
Admiral
Court
Minute
Book
Dec 1866 to
Feb 1882

1882

1882
VICE ADMIRALTY
COURT
MINUTE BOOK
Dec 1866 to
Feb 1882

9

PG

- 3 Schooner Allen Gardiner v Borque Elvezia
4 Schooner Tucutulu
9 " solusage of Mercator
41 SS Menes v Sussex
43 SS " " "

Stanley Vice Admiralty Court.

Falkland

Islands } The Judge took his seat at 11 am.

December. Captain John Sibbold Royal Navy.
was sworn in as Registrar

Francis Henry Parry Chief Constable
was sworn in as Marshall

The Court was then pro forma adjourned
till Monday the 24th instant -

Monday the 24th December 1866

Court assembled at 11 am.

and was adjourned till Thursday the 2nd Jan.

Thursday the 2nd adjourned till Friday the 3rd

~~Adjourned till the 18th~~

~~The "Olive" Wagon master was arrested in
a suit of Detainer at the instance of A. J. A
got.~~

~~Wednesday the 18th Court sat and pronounced judgment
detained for non appearance of parties
cited in the case of the Amelie -
adjourned to a week.~~

Tuesday 25th. Court adjourned till 31st
action substantiated. Annie Warren Martin,
arbitrator confirmed.

Thursday 31st.

Mr. G.P. appeared and submitted the
case against Annie Warren -
adjourned till 1st April.

Wednesday 2nd

April 1st

Prothonotary advised citing Regisdi
Court adjourned till 1st June.
instead of 1st Octo.

June 1st

Court adjourned till 1st August.

August 1st

Court adjourned till Oct. 1st

Oct. 1st court adjourned till November
1st.

Oct² 7th

3

Vice Admiralty Court

1867.

Oct⁷ 7th

George Hanwell appointed Acting Registrar
during the absence of Captain Tibbald R.M.

" Schooner "Allen Gardiner", Captain J. Jones

Bark "Elvezia" Captain Giovanni Paglione

Damage by Collision

" John Jones. Filed affidavit. —

Warrant to Arrest Bark "Elvezia" granted.

" Order given to Marshall for the "Elvezia"
to be brought into Stanley Harbour. —

- 8th Giovanni Paglione - Entered protest. —

, 10th Captain J. Jones Subducted the action

" Court adjourned till November 1st —

November 1st Court adjourned till December 2nd

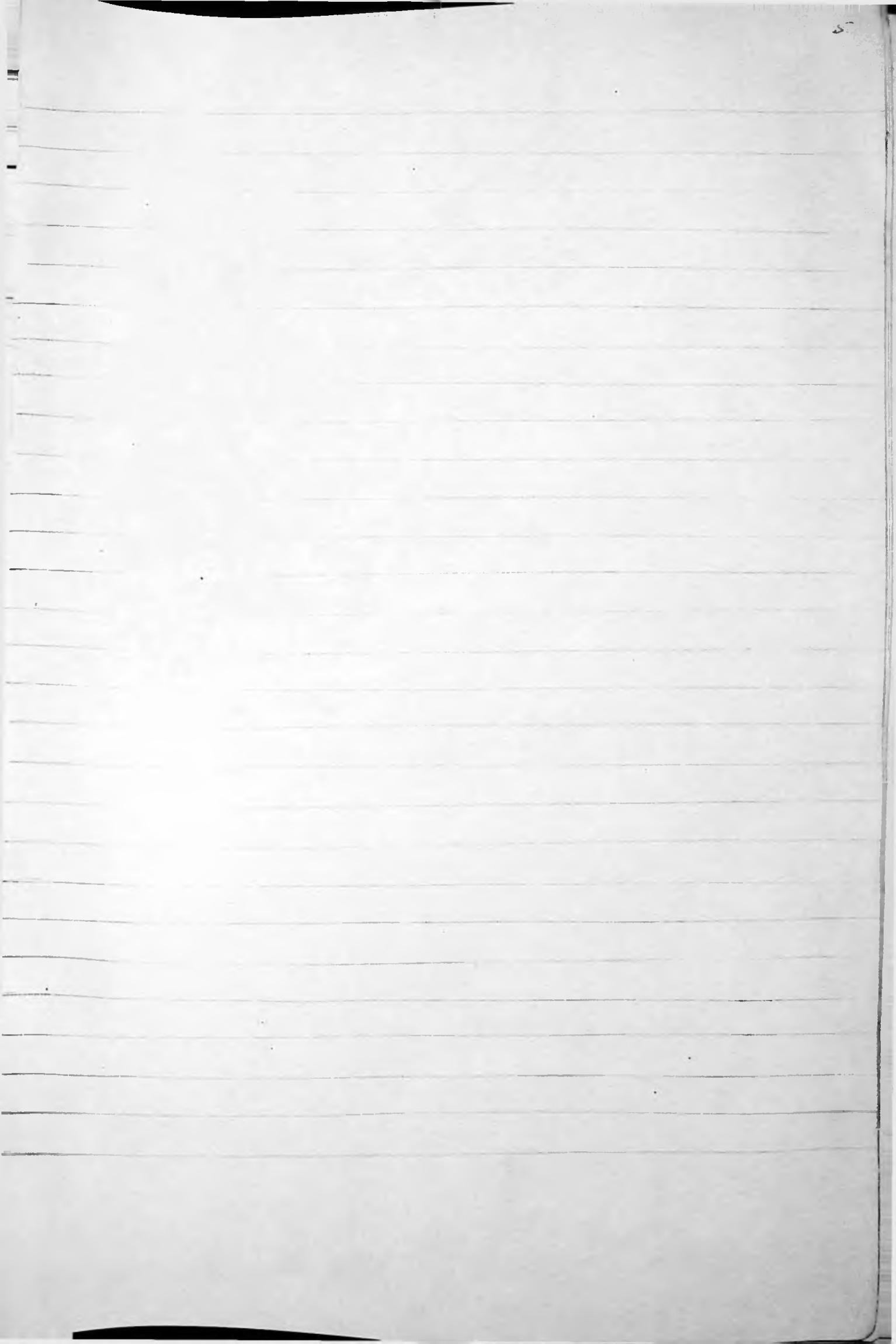
Vice Admiralty Court

1875.

March 3rd Arthur Bailey Esq^r was this
day appointed Registrar of the Court &
duly sworn faithfully to perform the
duties thereof.

S. T. Smith

Supernumerary Registrar &
Judge of Vice Admiralty Court.





7

Vice Admiralty Court - Falkland
Islands - September 8th / 877 *

Emanuel Pereira Owner of the Schooner
"Lucutya" - and Charles Lewis Master of
some vessel - which recently brought a
quantity of wrecked property into Stanley
now lodged in the Government Store -

attended the Court in reference to same.

Mr. Cobb - also attended in his capacity
of Belgian Consul - also alleging that he
appeared on behalf of the owners of the
wrecked vessel to which the property in question
belonged.

The proceedings were of an informal
character - and the Court adjourned from
time to time.

J F. Calley Jr.



9

Decr Admiralty Court Falkland
Islands. 17th September 1877.

The Court sat to hear the Petition
of Manuel Peixoto owner of the Schooner
Tucutuya and of Charles Lewis Master of
the said vessel - setting forth that they
had been employed between the 15th Decmbr
1876 - and the 21st May 1877 - in saving certain
wrecked cargo found on and near the Beach of
Stanley Island. The Petitioners claim Sixty
per cent Salvage on all the goods saved
and landed by them in the Government Store
Stanley. This Petition was read to the Registry
and also a further Petition from the same
persons - praying "that they may appear
at the Court without formal Pleading".

Mr Frederic Cobb - appears on behalf
of the Owners of the Wrecked vessel - alleging
that he is their Agent - and also appears
in his capacity of Belgian Consul in
this Colony - for any interests connected therewith
that may be involved.

Mr Cobb also applies to the Court to have

The case conducted without formal pleadings
 The Court granted the Application
 Charles Lewis sworn. I am a naturalized
 British subject - Master of the Schooner Invictus
 owned by Edmund Perera of the Colony
 who is also a naturalized British subject
 She flies the French Union Flag = she is I believe
 82 Tons. We sailed from Stanley on the
 25th of October last on a sealing cruise. We
 left New Island on the 12th December last bound
 for Staten Island ~~answering~~ ^{answering} to the
 owner Perera on board - also John Knight
 Henry Rotherburgh and John Keath.

We arrived there on the 15th December.

I made a statement on the subject ^{on oath} before
 Mr Bailey the Receiver of Wrecks on the
 12th June last = / This statement ^{a true copy of which is annexed} was now
 produced in Court - and witness acknowledges
 his mark to it - which he said he put to it
 after it had been read over to him by Mr Bailey
 In reply to the Court Mr Cobb stated - that he
 consented to this statement being read - and
 he could in evidence in the cause before the Court

11

Statement was then read by order of the Court
by the Registrar - in the presence of the witness -
who in reply to Court - ~~said~~ Deposes.
"That statement is true in every respect. I made
another statement before Mr. Bradley on the 13th
June last - ^{a true copy of which is annexed} This statement was produced - and
read to witness by Registrar. ^{and was received}
in evidence by court - in reply to Court - witness
proceeds. "That is my mark to statement. The
statement is in every way true - and I now return
to the Court that it is correct."

On production of the Chart. It was elicited
from witness that Port Cook - which is referred
to in statement made by him before the Return of Wrecks
on the 12th June last - was in 64° 2' West Longitude
Latitude 44° 45' South. Witness then proceeds. "False
Bay is 3 1/2 Miles to the East of Port-Cook. It was
on the shore of Peter Island and we got the washed goods - some of
the goods were on the beach - some floating about.
It was in False Bay that I saw the tracks
of the vessel striking up. I saw only two Onsets
I did not see his Hull. He was lying in
4 fathoms of Water about 100 yards from
the shore. I swear that I risked my life and
so did the crew in getting the property
salvaged. We also damaged our Whale Boat
We were 7^{1/2} months away from Stanley

altogether. We were sailing some of that time
- During the middle of May.

A life Buoy was here produced - witness states
This life Buoy was found on the beach of
Staten Island amongst the bones of Candles

The letters ~~S~~ M E R C A T:

A N T W + + P - E H

Appeared on the Life Buoy.

(The Buoy was in a damaged condition and
some letters had evidently been rubbed out. to the action
I take or some such course).

Emanuel Pereira Seuron

This witness corroborated the facts in various
particulars - and in reply to Court continues - on
being shown Life Buoy ^{already}. This Buoy was found on
shore up to high water mark - the next day after
we arrived at Port Booth - A flag was
^{was produced} (^{T. 1. Q. 160}) in Court - It bears the letters.

T E E V C O - In answer to this witness states

This flag was found about three weeks after
the Buoy was found - about 250 yards from where
it had been found - on the shore amongst the Kelp
near some damaged bones of turtles - Where
the Buoy and flag were found was about

500 yards - from where I saw the marks of the vessel
stacking up. The marks seemed to belong to a
small rugged vessel.

~~Answer~~ In reply to Mr. Cobb. witness states.

I first went sealing 15 years ago. The
Cruises do not bring as much as they used to do
formerly. About 14 years ago I was sealing on
the Fairy - and we made about £30 a man
there are 17 men. This was in about 3 months
In reply to Board = If we had had a good time
on our last cruise - we might have got about
1500 seals. They used to principally have seals
which are sold in Stanley for $3\frac{1}{3}$ ° a piece the
small ones and 6/- the larger ones = There would
probably be half of each size. This is based on the
oil which ought to be about 3000 gallons at
 $1\frac{1}{10}$ ° a gallon. We ^{might} also have got four
seals amongst the 1500. perhaps from one to two hundred
there fetch $1\frac{1}{4}\frac{1}{6}$ ° a piece. The account of the
seals and oil we actually did get. Mr
Montague Dean has - and I will be satisfied
as to what he says as to the amount.

I heard that - ^{with regard to} stolen goods - when we
brought the wrecks goods. It is disputed between the
Governments of Buenos Ayres and Chile - to
which of the two it belongs - They expect the "Guancha"

14

blus the French widow. I bought her from the
captain of the Post at Isrule. Indos - about
5 years ago. She carried the Amsterdam flag
before I bought her. Mr Bobb has made
an offer of 50 per cent of the value of the
goods salved - ~~and the expenses~~ to
myself captain Lewis and the crew - and we
have signed an agreement to that effect
with Mr Bobb =

a true copy of which is annexed
An agreement was here produced & dated 10
September 1877 - purporting to be between
"Manuel Perera and the undersigned as crew
of the Oriental Schooner Fratanga - and of the
one part - and Frederick Edward Bobb Consul
for Belgium acting for the owners - and
other parties interested in the late Belgian
ship "Mercator" of the other part" - and stating that
it was agreed "that the salvage sum properly saved from
the wreck of the "Mercator" shall be fifty per
cent ~~of the~~ upon the net proceeds - or
value of the said property after deduction of
all expenses incurred" =

The bound without pledging myself to be
bound by this agreement ^{a certified copy of} enclosed it to be duly
filed by the Registrar.

Witness present - I affirm - of this agreement

(which had been read out to him) and that as my mark
to it = The first Wilfrys Lewis - recalled - also
states his approval of the Agreement in question - and
acknowledges that his mark is appended to it.

General Pereira is ready to Im Bobb states - I am
the sole owner of the Schooner "Gaucho" because
the other party claiming it who is at Montevideo
- besides never paid his share of the
purchase money =

John ^{Knight}
~~Knott~~ sworn said - I am one of
the crew of the "Gaucho", and left the
Falkland Islands four months ago to go
to Staten Island. I helped to bring the
wrecked cars and boxes on board the
"Gaucho" I saw the boats floating about
in the water - I found the Buoy (it was already
broken) on the beach at Staten Island amongst
the big stones. I spoke with the Captain
and the others to get the wrecked property.

Wilfrys also ~~also~~ declares his approval of the Agreement
already referred to = I agree that Mr Gaucho ^{be sent to} Deon
(who was present in court) shall settle all
my claims for me. Wilfrys being further examined
corroborated previous witnesses.

John Knight - ^{bog} sworn - corroborated previous
witnesses - The Agreement with Im Bobb was read
to this witness - and he declared his approval of it

and acknowledged his work to it.

(Henry Rutherford. the remaining member the "Crew did not appear.)

Emmanuel Parsons recalled. states in reply to the Court ~~that~~ as follows - "The rule with sealing vessels from the ~~Good~~ Port. is that the owner shall furnish boats try-hots and one third of salt and ammunition, and the owner draws $\frac{1}{3}$ of the profits. The remaining two thirds - are to be divided amongst the Crew - after they have paid the common bills - and for $\frac{2}{3}$ of the salt ammunition and boats. This is the rule - applied with regard to oil and seal skins. The Captain doesn't get any larger share than any of the crew."

The same agreement is understood to apply to wrecks as well. There was nobody on ^{Staten Island} shore at who made a claim on the unclaimed property on behalf of the Government or anybody else.

From the copies of the various witness it would appear that Staten Island is generally unclaimed - but that a few whalers were on another part of the island to whom they gave some provisions. All the witnesses declared nothing was offered them as regards to their taking away the unclaimed property.

17

The further hearing of this case
was adjourned some day - to await
some further intelligence - and which Gen
babb - expected to receive from the parties
for whom he appeared.

L. T. Gallagher
Judge
of the Vice Admiralty Court

Be it Admalty Court Stanley
23^d April 1878 -

The Registrar by direction of the Court
read the Petition ^{Frederick} of Edward Cobb
Consul for Belgium which had been filed
and which is herewith annexed - marked
A - General Pereira owner and Charles Lewis
^{Master of the Incubator was present - their Agent Mr M. Lee was}
^{unable to attend the hearing} Frederick E. Cobb Consul U.S.A.

I am Belgian Consul for the Falkland
Islands. About the beginning of May last
I received a letter from the then Acting Consul
General for Belgium at Balparaiso - relating
to the wreck of the Belgian ship "Inerator"

In consequence of receiving that letter
I addressed a letter to the Governor of
the Falkland Islands dated 17 May 1877
A letter was handed by the Registrar to Mr
Cobb - who stated that - with its enclosures
that was the letter in question. This letter with
its enclosures - is herewith annexed marked (B.)

One of the enclosures in this letter was a copy

20

of a letter which I received from the
Acting Consul General for Belgium at
Valparaiso dated the 27th March 1877.

I received a letter, ^{on the subject} subsequently dated
Brussels 22^d June 1877 from the Belgian
Minister for Foreign Affairs. This letter
I believe to be signed by the ^{Belgian} Minister for
Foreign Affairs. I have no means of
authenticating the signature to that letter.
It bears no seal. To the best of my
belief it is the signature of the Minister
for Foreign affairs. I have no reason
whatever to doubt the signature. On
communications which I receive from Foreign
Governments - sometimes there is a seal
sometimes not. I subsequently received a
letter from the Belgian Consul at Valparaiso
dated the 29th August 1877. This letter bears
the Belgian Consular seal - Valparaiso.

Beyond that I have no means of authenticating
the signature of the writer. There are all
the documents that I have received from the
Belgian Government or from the Consul
at Valparaiso. The point entreated - that
there might be difficulty in admitting these

21

letters as evidence - but that it would examine
the bolt - as to such of their contents - as might be
material - (Perera and Lewis - who were present - are both illiterate men
<sup>and would not understand the import of admitting Documents) -
The bolt - continues - In the letter from the
Minister for Foreign Affairs he states that "
The Treasury have a privileged credit on the
value which may yet accrue from the salvage
of the ship in question" I am not able to
cite any particular part of the Belgian
Laws bearing upon that point. I don't
consider myself in any way an expert
as to the Belgian Law.</sup>

I am the Agent for the Antwerp firm of
Theodore C. Engels & Co. I know from their
letter of instructions which gave a list of
their vessels - that the firm had a ship
called the "Incaator". That letter I received
8 or 9 years ago. I wrote to this firm
on ^{or} I think the 2nd July 1877. I will produce
a copy of that letter. I never received
an answer to that letter. I have seen a
House Flag - with the letters T. C. E. & Co
in the Government store amongst the wrecked property
brought her by the Iceniyan. I also saw a
Life Buoy with the words on a portion of the
words INCAATOR Antwerp

22

Antwerpen or I think Flemish for
Antwerp (the Court informed - that it was
also German for Antwerp). I made a
claim under the amended act of 1855 18-19
Victoria section 19 - on the Falkland's Government
to have the property handed over to me
as Belgian Consul. This claim was
refused.

I remember attending the ^{vice Admiralty} Court at Stanley
on the 17th September 1877 - when an agreement
dated the 10th September 1877 - entered into
by me and the salvors. ~~and~~ ^{and} the Master
owner and crew of the "Incultyne" was submitted
for the approval of the Court. I am still
desirous to have that agreement carried out

I have received no instructions from the
Consignees or from the underwriters in reference
to the Goods in question - I addressed a letter
of the 2nd July 1877, ^{to the Belgian Consul at Falklands} in which I said. "I
venture to suggest that the Consignees should
allow me to arrange salvage with the
owners of the "Incultyne" and ship them (the goods)
to a port where there would be a better market
than here". It only reply which I received

To this - was ~~a~~ letter of the 29th August 1877
 in which the Consul says uses words of which the
 following is a correct translation viz = "I am
 glad to believe that you will succeed in obtaining
 a satisfactory result either in Port Stanley or
 Monte Video for the goods stated" In
 this letter there is no allusion as to my
 suggestion about the Consignees allowing me
 to arrange Salvage. I concluded from
 that - that the matter was out of the hands
 of the Consignees and was a judicial matter.

In the letter from the Belgian Consul at Valparaiso
 there was enclosed what purported to be a
 copy of a letter from the Belgian Minister
 for Foreign Affairs - dated Brussels the 16th August
 1877 - in which it is requested that the funds
 derived from the sale of the goods should be
 remitted to his (the Foreign Minister's) department
 or Administration. I never communicated with
 the Consignees myself or any other parties
 interested. I have never received any communication
 from the Consignees or any person in their behalf
 (Brug and House Flag are here produced - which
 entries states on those he saw in the Government Store)
 I do not know who the Consignees are

and have no means of knowing. None of the salved property that I have seen contains any name or address. There no doubt that the Consignees who in all probability belong to Salparus must have seen or heard of the published report (that which appeared in the Salparus papers an extract from which was found in Mr. Bobbs letter to the Falkland Islands Government 24th May 1877) - of the wreck of the "Janitor".

As far as my experience in such matters enables me to judge. I think it likely as the Consignees heard of the wreck - they would probably abandon their orders to the Underwriters and not interfere further in the matter. That is the way in which I explain as far as I am able why I have not heard anything from the Consignees.

My conjecture is that the ship and cargo had been insured before leaving Antwerp and that the Underwriters are leaving the matter in the hands of the Government. As far as I am capable of

judging this shows an acquiescence on the part of the underwriters in the action of the Belgian Government - and would seem to establish that the Government is acting within its rights. Some persons must have lost heavily on the transaction and if the action of the Belgian Government were wrong they would be sure to have disputed it before this.

The communication which at the hearing of this case on the 17th September last - I stated that I expected to receive - was the letter from the Belgian Consul at Folkestone of the 29th August 1877 - to which I have already referred - and that is all - I expect to receive on the subject - I am now anxious that the agreement of the 10th September last - with the Solvers should be carried into effect.

In reply to Mr. Cobb - the Court stated its reasons - for refusing the ~~adverse~~ claim made by him to have the property handed over to him, under the 18-19 Victoria section 19, and explained that the circumstances of the case did not bring it within the scope of that Act.

Arthur Barley Esq^r Govr^r Statis

I am Receiver of Wrecks at this port

I remember receiving into my custody last year certain articles from the Schooner "Iucatuya". It was on the 13th June. On the previous day the Master of the "Iucatuya" made a statement before me in reference to the wrecked property.

A list ^{of the unclaimed property} was here produced to witness who stated "that is in my handwriting". That list is correct except as regards the skins which were only 27 or 28 instead of $\frac{3}{2}$ as stated. This list is hereunder annexed marked (C).

It having been represented to me that it was desirable to sell a certain portion of the damaged articles - as being likely to become injured by keeping. I had a survey held over them. They were recommended to be sold by the Surveyors - and they are accordingly sold by me by public Auction on the 21st July 1877 - List produced and handed to witness who said "That is a correct list of the articles sold - and of the proceeds of the sale - which amounted to £76-3-6 - which I have handed in to the Colonial Treasury. This list is hereunder annexed marked (D)

I also hand in ^{an} account showing the expenses

incurred (not including Auctioneers fees) in keeping
watchmen on board the Fructuaria to guard the wrecked
property & (A sequel to this effect had been made to the found by
Mr Langdon of the Falkland Islands Company in a letter dated 12 Aug 1844)

This account amounts to £15-3-0 and was to my
knowledge necessarily incurred on account of the
wrecked property. This account is herewith annexed
marked (Q 1)

Emanuel Pereira (Owner of the Fructuaria) recalled
and sworn - The Court put a question to this
witness with regard to a certain power of
Attorney - alleged to have been given to Mr
George Dean in 1825 - and which it had been stated
bore upon the question of the witness's ownership
of the Fructuaria. The witness ^{then} being prepared
to give the Court the required information - the
further examination of the witness was postponed to
~~on~~ its next sitting. The Court directed
that an appraisement should be made of
the wrecked property in question now in
the Government Stores - and recommended that
Mr James Feltor (of Inferior & Sons) - and Mr
King of the Falkland Islands Company - should
act as appraisers.

Mr Bobb addressed the Court with a view to
alter its decision regarding the ^{having an}
appraisement of the property. The Court adhered to its decision.
Mr Bobb approved of the two Appraisers named.
The Court adjourned the further hearing - to an early
day =

J. J. Gallagher
Esq. - ~~Commonly~~ ²¹ Court

29

before Admiralty Court - Stanley

11 May 1878 -

The parties interested - in the unclaimed
property - supposed to belong to the "Incaito"
attended today. Mr George Dean attended on behalf
of Emanuel Pereira who was ~~now~~ ^{then} present.

E. Pereira so called.

A statement as to the title to the Incaito
was read by the Registrar - to witness - who
stated that it was a true statement.

In reply to the Court. The witness states.

It is true that I gave Gomez (the person
mentioned in the above statement) nearly £400
to pay the crew with. Some of them told me
that he had paid them. I can't say how
many of them were paid by him. Two of the
crew afterwards came to me and said that they
had not been paid - They were entitled to receive
£20 each. There were nine of them altogether.
This would have made £180 due to the crew
and the balance of the money I gave him
after the crew were paid - belonged ^{equally} to
Gomez and to me.

" money as mentioned - because

he was a sort of agent for me in the
matter. I give it to him on the understanding
that my share would be allowed for on the
settlement of accounts afterwards.

My share as one of the crew - was only
£20 - I intended to credit Gomez with a
half share of the profits after the payment
of the crew - and to have a half share -
part owner myself. I can't tell
exactly what that half share would
amount to = I repeat to the Court
that because Gomez did not carry
out his engagement to me that I am
the lawful owner of the Yucatagan

I have been in possession of that
vessel for five or six years. If
Gomez likes to pay me what remains
due on foot of our agreement - I am willing to
account to him for any money I may get
for salvage in this case - and to account
for any other profits - I may be liable for
to him on account of other voyages of the
Yucatagan after all expenses are paid.

31

I can't say precisely without going into the accounts - what is really due to Gomez -
on account of the agreement about the Gaucho -
I am sure that Gomez is a long way behind in paying me what he ought to
pay me on account of our first
agreement - and that he is in debt to me
on account of the appeal.

Two of the crew about four or five years ago proceeded against the Schooner
Gaucho for their wages due on account
of the trip for which I gave Gomez nearly
£ 400 - as I have already stated -

The Argentinean Consul at Buenos Ayres
to whom the matter was referred - decided
that Gomez ~~should~~ pay the wages due -

In consequence of this he paid some part of
it : About three years ago Gomez made
a claim - through Charles Williams of Stanley
in the Supreme Court of Stanley - for ~~about~~
about 1100 dollars. This case was
decided against him and he had to
pay the costs. Then he did no more proceeding
against me since - to claim the appeal..

F. S. Cobb Rose recalled - produced a copy
of a letter - which was dated the 2nd July 1877

addressed to Engles & Co. Attorneys - on the
subject of the wrecked property - alleged to belong
to the Ins. company. Wtchrs - Stiles -
That letter was despatched in ordinary
course of post = and I have never received
any answer to it.

A copy of the letter - marked (Y)
is annexed - to these notes.

J. King - Master of the Falkland Islands
Company - and James Fellin - do - to
propose them to do - have handed
me a statement containing an
Appraisement of the wrecked property
in the case. This statement is herewith
annexed - marked (Y)

Both - Mr King - and Mr Fellin - were shown
and examined as to the value - of the goods
set down by them in the statement:

~~Mr King~~ ^{Mr Fellin} evidence - was to the effect -

that ~~they~~ ^{he} thought: It was for the interest
of all parties to have the goods sold here
that the candle boxes were sterilized. and the
marks in them - considered - and that in the
taking of a sample in a rough voyage it
was likely the boxes would come to pieces

and the contents greatly injured or damaged
further. ^{he}
Wibnups stated - that ~~the~~ ^{be} ~~he~~ formed his
other opinion - as to the value of the wrecked
property - from what ~~the~~ ^{the} considered - to be the
~~value~~ ^{price} of the articles - when purchased
originally - and for previous experience of
the prices which smaller quantities of the same sort
of articles - when damaged - fetched in
Stanley - He stated that their opinion
principally referred to the Candles.

With regard to the glass belonging to the wrecked
property in question - Wibnups stated that he
considered it of a common sort - which could
not be at all ^{tumblers} likely to fetch much - Wibnups
referred to some ^{tumblers} glass - which belonged to a wreck a
~~that~~ ^{and} had been put up for sale in Stanley some
years ago - and altho' the tumblers were smaller
and ^{more} of the size ~~as~~ generally in use - than those
now in the Government Store - and deplored that
there was only a bid of 2/6^d - a case made for
them in Stanley - He stated - that this price not
being considered at all what they should fetch -
that the glass in question was sent to San
Francisco for sale - Wibnups did not
know what price it fetched there.

Jm King - the other appraiser - gave similar
testimony - as to the condition of the appraisement
made - and as to the desirability of selling the wreched
~~goods~~ ⁱⁿ Stanley.

Mr George Dean - sworn deposes.

With regard to the Goods - referred to by
Mr Fletcher - as having been shipped
to San Francisco - I am able to state
that the Captain of the vessel in
which the goods in question was shipped
thus - told me on his return from some
time after - that it did not fetch
enough to pay the freight when sold
at San Francisco.

The Court decreed that no
decision was - in the interests of all
parties to sanction the ^{already filed in the Court} Agreement,
entered into between Emanuel Perera as
Owner - on behalf of himself and the crew
of the Oriental Schooner *Incentive* with Mr
G. H. Cobb - Consul for Belgium and acting
for the owners and other parties interested.
and that accordingly the Salvage upon ^{all} the
property saved from the ^{wreck of the} *Incentive*
should be fifty per cent upon the net
proceeds or value of the said property.

after deduction of all the expenses incurred
 These expenses were ruled to be up to the
 present date five per cent on the value of
 the wrecked property sold by the Receiver
 of Wrecks - Arthur Bailey Esqr - on the 21st
 July 1877 - amounting to £ 76-3-6 - and
 upon the value put upon the remainder of
 the wrecked property by the sworn appraisers
 viz £ 607-5-0 which percentage amounting
 to £ 34-3-2 - was ordered to be paid
 to Mr Bailey out of the sum of £ 76-3-6
 now lodged in the Colonial Treasury - as the
 proceeds of a sole already held of a portion of
 the wrecked goods.

It was also decreed that the costs of an
 ordinary suit in the Supreme Court amounting
 to £ 5-5-0 should be charged as the court
 expenses for the hearing of the cause - to be
 paid out of the said sum of £ 76-3-6 for
 the use of the Colonial Government.

It was also decreed that the sum of
 £ 3-8-0 should be paid out of the same
 fund - to Parry the Marshall of the Court
 and a sum of two guineas each out of it

36

to the Appraisers. Both parties consented
to the charge for Court Expenses - and
to the fees agreed to be paid to the Marshall
of the Court and the Appraisers.

It was also decreed that the expenses
for watching, landing and stowing
the unclaimed property in question in
the Government Store - amounting to
£15-3/- should be paid out of
the said sum of £76-3-6.

Other expenses amounting to £61-18-2
leave a balance of £14-5-4 which
balance it was decreed should be
handed over to Mr George Dean to be
held and duly accounted for.

The Court decreed that in compliance
with the desire of the parties - that the
goods should be kept in the Government
store and be disposed of ^{by Public Auction} on or before the
20th June next and that half of the proceeds
of the sale of the said property deducting only
Auctioneers fees and the London Duty

31

usually charged by the Government - shall
be paid to Emanuel Pereira - shall
be divided amongst the ^{Master} ~~owner~~ and crew
of the "Gacutujo", the shares to be regulated
according to the local custom or such
cases. Pereira's own share also to be
regulated by the said custom.

It was also decreed that in case the
said Emanuel Pereira should be absent
at the time of the sale of the said
property - the half the proceeds - realigned
by such sale - should be handed over to
any person lawfully authorized to
act in his behalf and in behalf of
the Master and crew of the "Gacutujo"
decreed to be entitled to salvage in the
Cairne.

J. F. Gallagher

Judge of the Admiralty Court

Vice Admiralty Court

23rd January 1882

Alan Kerr was this day appointed
Registrar of the Court and duly sworn
faithfully to perform the duties of that
office

Kerr

Judge

John McNeice was this day appointed
Marshal of the Court and duly sworn
faithfully to perform the duties of that
office

Kerr

Judge

41

Cause Book,
Vice Admiralty Court, Falkland Islands
10th February 1882

The Ship Sussex. Henry Staff Master

I. J. H. M. C. Seemann agent hereby institute a cause, ^{on} behalf of Schwem Woegens, master of the Steamship "Menes" and also on behalf of the owners and crew of the said Steamship, against the ship or vessel called the Sussex whereof Henry Staff now is or lately was Master, her tackle apparel furniture, and the goods wares and merchandise now or lately laden therein, and also the freight due for the transportation thereof wheresover the same shall be found, and I pray for a warrant to arrest the said ship, cargo and freight as aforesaid.

Here follows the affidavit

This is a claim for Salvage made by the Owners, Master and crew of the German Steamer "Henes" for services rendered to the British Sailing Ship "Sussex" on the 15th and 16th of July 1881.

No legal assistance could be obtained by either of the parties and the proceeding are necessarily of the simplest nature.

J. H. W. C. Seaman the Agent and Attorney of the Owners and master of the "Henes" entered an action in rem in this Court on the 10th day of February 1882, against the "Sussex" her freight and cargo, and claimed £2000 for the Salvage service rendered as aforesaid.

The

The "Sussex", lying at anchor in a disabled condition in Stanley Harbour was arrested with her cargo on board on the 17th day of February.

On the 22nd day of February, Henry Stap, the master of the "Sussex" appeared in behalf of the owners of the "Sussex" and her cargo, and admitted the salvage services which had been rendered by the "menes" but contended that the claim of £2000 was excessive, and that he considered £600 to be sufficient compensation, but left it to the Court to decide upon the facts as to the amount to which the salvors were entitled.

There was some difficulty in arriving at the value of the "Sussex" and of her cargo, for want of qualified appraisers, but the parties at last signed an agreement alleging the ship to be of the value of £1500 and the cargo £1500.

The circumstances under which the "Sussex" came to be disabled and in want of assistance are shown in the extracts

from

45

the ship's log book certified by the Master and
Mate, which form part of the proceedings
in the suit, and the nature of the salvage
service is given in the affidavits of the Master,
the Chief Engineer, the Chief Officer and one of
the seamen of the vessel, who were examined
thereon in Open Court on the 27th day of February
in the presence of the Master of the *Sussex*, who
appeared as Agent for the owners of the ship and
cargo, and in the affidavit in reply put in
by the Master of the *Sussex*, supported by the
Mate, two of the Seamen and an Apprentice
of that vessel. The *Sussex* is an iron ship
of 1304 tons register belonging to George Marshal
of London; Her masts were also of iron, she
sailed from Cardiff on the 12th April 1881 with
a cargo of 1746 tons of coal for San Francisco.
She met with a succession of storms in the
South Atlantic from the 19th of May till the
^{27th of June}
and the ship being deeply loaded
and rolling heavily several of the chain
plates drew and endangered the masts and
during this period some of the cargo was
jettisoned

jettisoned. On the latter date, when in the vicinity of Cape Horn (Lat 58° 14' S Long 69° 44' W) they lost the main and mizzen masts which in falling destroyed all the boats. They then bore up for the Falkland Islands, continuing to throw their cargo overboard to raise the ship and save the remaining mast. They sighted Cape Pembroke light on the morning of the 12th July, but in her disabled state the ship could not reach an anchorage.

A schooner went out to them from Port Stanley which could give them no assistance but informed them that the Mail Steamer was expected next day and advised them to keep as close to the land as possible.

On the 13th and 14th it was blowing hard from the west, with a rising sea, driving the vessel away from the land and out of the track of ships and the reach of ordinary assistance.

The ship laboured much and shipped heavy seas. On the night of the 14th the foretopsail blew away, at noon next day it was more

Moderate

44

Moderate and they bent another foretopsail.
Soon afterwards the "Menes" came in sight, with
a signal to know if they required assistance,
to which they replied in the affirmative, and
a boat being sent from the "Menes" the master
of the "Sussex" went on board and arranged
with the master of the "Menes" to tow the
"Sussex" to Port Stanley for £2000 - the hawser
was made fast at 4 P.M. on the 15th and the
"Sussex" was brought into Port Stanley at
8.30 A.M. on the 16th July.

The steamer "Menes" is one of the vessels of
the Deutsche Dampfschiffart Gesellschaft
Rosius of Hamburg a line running from
Hamburg and Antwerp to the West Coast of
South America, and carrying mails between
England and the Falkland Islands
under a contract with the Colonial Government.
The "Menes" is a screw steamer of 1714 tons
Register and engines of 180 horse power
nominal, with a crew of 38 including the
master, and is declared to be of the value
of £40000. At the time of the Salvage
service to the "Sussex" the "Menes" was
taking

taking passengers to the West Coast of South America and had on board a cargo of the declared value of £100,000.

The "Menes" arrived at Port Stanley on her outward voyage on the 14th July 1881. The inhabitants of Stanley were much concerned about the fate of the "Sussex" which had drifted out of sight on the previous day, with the sea breaking over her, and at the suggestion of the Governor and of the agent of the Kosmos Company, Captain Woegerus consented to deviate from his instructions and go in search of her - and at day break on the 15th he steamed out for that purpose, and as admitted by the Master of the "Sussex" he succeeded in finding her and bringing her safely into Port Stanley.

This service was not performed without considerable risk as the "Menes" was light and it was difficult to bring her near enough to take a hawser without danger to both vessels and the boat which went between them and the "Menes" did

actually

actually collide with the "Sussex" denting her bowsprit and carrying away some of her head gear.

In estimating the value of the service rendered to the "Sussex" - the condition of that vessel, and the circumstances of danger, both immediate and prospective must be considered as well as the nature of the assistance given, and the cost, risk and inconvenience to the salvors.

The "Sussex" although sound in the hull was quite unmanageable, she would not lie ^{but} to when brought to the wind ~~but~~ fell off and rolled helplessly in the trough of the sea which broke completely over her, hindering communication between the fore and after parts of the vessel by the deck, and with the constant and imminent risk of losing her remaining mast. She ran almost before the wind from Cape Horn, where her masts were lost, and attempted to reach Port Stanley, but drifted helplessly past to the eastward, being then entirely at the mercy of the wind unable to lay a course with certainty to any port of refuge, and without boats.

boats by which the crew could leave her in case of further disaster.

The "Menes" is a mail steamer and with her cargo represented a value of £140000, she did not fall in with the "Sussex" and render the required assistance while performing her own voyage, but Captain Wooges yielded reluctantly to the persuasions of the Governor and others who were alarmed for the safety of the persons on board the "Sussex" delayed his departure to his port of destination and went in an opposite direction in search of her; he succeeded in finding her and after some difficulty from the heavy sea and risk of more serious collision than actually happened, he succeeded in getting a hawser on board, and in towing the "Sussex" during a stormy night, and ^{with} such an unequal strain on the engines as to occasion some damage to them, and to require the incessant watchfulness of the engineer, he brought her safely into the harbour of Port Stanley.

For

For this service the Captain of the "Sussex" promised that the sum of £2000 should be paid to the salvors and this in my opinion would have been a fair remuneration for saving such a vessel as the "Sussex" had she been brought to a Port where she would have been appraised at an ordinary value.

As there are no facilities in Port Stanley for the repair and refitting of such a vessel and there is no probability of an adequate price being obtained either for ship or cargo and it being difficult to obtain the services of competent and impartial appraisers, the parties to the suit have after considerable delay

£1500

agreed to fix the value of the ship at fifteen hundred pounds, and the value of the cargo also at fifteen hundred pounds, and taking the total value to be the three

£3000

thousand pounds so agreed upon and having heard and considered the evidence for the

Plaintiffs and the Defendants I pronounce the sum of fourteen hundred pounds to be due to the Plaintiffs parties, the owners,

£1400

Master

Master and crew of the Steamship "Menes"
for the salvage services rendered to the ship
and cargo, together with their costs, and
condemn the defendants parties the owners
of the said ship and cargo in such sum
and in costs.

Of the said sum of £1400 I award £1000
to the owners of the "Menes". £250 to the
Master. £50 to the chief engineer. £50
to the officer and men who manned the
boat which passed the hawser between
the vessels, and £50 to the remainder
of the crew.

Kerr,
Judge



NB

The rest of the book
is blank.