

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

Microcopy No. 179

**MISCELLANEOUS LETTERS
OF THE DEPARTMENT OF STATE**

Roll 339

January 1-17, 1871



**THE NATIONAL ARCHIVES
NATIONAL ARCHIVES AND RECORDS SERVICE
GENERAL SERVICES ADMINISTRATION**

Washington: 1964

21-407
In June 27

21-1871
In June 27
1871

To Mr. J. B. Hamilton
 of the Hamilton Fish
 Co. New York City
 Jan 1871
 JOHN B. HAMILTON
 No. 1

④

On the 10th Jan'y 1870
our Brig Saml Lindsay Capt. A. E. Wilson arrived at
Havana from St. John A. B. with a cargo of sugar
and shoes, The master had two manifests duly
certified by the Spanish Consul at St. John, which
were delivered to the Boarding Officer on arrival
at Havana, On going to the Custom house,
the next day to enter the vessel, the master
was informed that his vessel was fined \$500.
for not having a third manifest on board.
He told them he had two manifests made
the usual way and when another was re-
quired had always made it at the Custom
house, they admitted that this had always been
the case until within a few days past. and ad-
mitted that no public notice had been issued

to vessels arriving since this rule was put in
force, so of course they could not know of any
change until too late to make the correction.

After trying in vain to avoid paying the
fine, he paid it under protest, since that
time we learn that by decree of the Home
Government all such fines exacted in Cuba from
vessels were ordered to be refunded; and in a
similar case of a vessel from Antwerp they
have refunded us a fine for same amount,
but in this case our friends in Havana,
have been unable to get it refunded, we hoped
to be able to get it refunded without troubling
you, but after trying for about a year, see no
prospect of success, but feel quite sure that
a demand from the State Department is made
through the Consul at Havana we shall get
the amount refunded.

We enclose copy of protest made at Havana
before U. S. Consul General July 16. 1890.

Please give this matter your attention
and much oblige

Yours Obt. Servant
John S. Emery & Co
Agents Spain and Port of Call

NEW-YORK, AUGUST 10, 1870.

THE SHIPPING LIST,

PUBLISHED BY AUTENS & BOURNER.

At No. 4 CEDAR-STREET.

S. C. CORNISH, ASSOCIATE EDITOR.

SPANISH COMMERCIAL POLICY.

The ways of the Spanish Government, in regard commercial policy, no less than the ways of Providence, are oftentimes inscrutable. Since the revolution in Spain, two years ago, the Government have, on several occasions, shown a disposition to adopt a more liberal commercial policy, both as regards the home country and the colonies, but the present reborn reforms by the Madrid authorities has been neutralized by the continued extortions at the ports of Cuba and Porto Rico. No longer ago than June 25th, the Spanish Minister in Cuba issued a circular, directing that all fines imposed on the Island of Cuba, on account of a non-presentation of a third copy of the manifest of foreign vessels be refunded, and also announcing that the Colonial authorities will be held personally responsible for any change in the Custom House regulations, which can be lawfully made only by the superior Government. The circular was in response to earnest protests to the Spanish Government by the representatives of the United States and British Governments in Cuba, and was hailed as an indication of the return of a more enlightened policy. But now

comes this despatch from St. John, Porto Rico, under date of 1st inst: "According to the law in operation in the Island of Porto Rico, all vessels arriving here with cargoes, are required to pay one dollar for each ton brought, and the vessels arriving in ballast to take sugar, are required to pay thirty dollars." Thus, having been deprived of the right to extort money from the masters of foreign vessels, on the flimsy pretext that said vessels had not complied with an unimportant technical point of law, the petty officials now seek to keep themselves in funds, by galvanizing an old statute. Our commerce with Porto Rico, already in a languishing condition, is likely to be wholly destroyed, if our shipments to be subjected to these heavy exactions. The Spanish Consul at St. John has been brought up to the task, and where he is not immediately obeyed, he sends the Madrid authorities, or will have recourse to the Spanish Government, and does not know what he will do. The result will be, we fear, only that the commerce of the island will be completely destroyed. The action of the Porto Rico authorities is a case in point. There is nothing illegal about the Porto

Rico exaction, but it is akin to the fabled policy of killing the goose that lays the golden eggs, which the Spanish Government will be pretty certain to ascertain before long, to its cost.

In this connection we may state, on the authority of our Minister at Madrid, that nine ports in the Canary Islands have been declared, by Spanish decree, free to trade. Of these ports, the most important are those of Santa Cruz, in Teneriffe, and Las Palmas, in the Grand Canary. The opening of these ports is not likely to prove of much consequence, so far as American commerce is concerned, as we ship little else than Lumber to the Canaries, and not a great deal of that. Our imports thence are limited to an occasional cargo, made up of Wine, Cochineal, Barilla, and a few other articles. As a solitary act, the opening of the ports of the Canaries is not an event of much importance; viewed as part of a scheme for the liberation of commerce at all Spanish ports, it might have some significance.

Consulate General of the
United States of America

Port of Havana }
Island of Cuba }

On this the sixteenth
day of February A.D. Eighteen hundred and
eighty, before me Henry C. Hall, Vice
Consul General of the United States of America
at Havana, personally appeared Stephen
G. Wilson, master of the Brig "Samuel Lindsey"
of Boston, now in this port and bound to
Sagua la Grande, and declared that a fine
of five hundred dollars has been exacted
of him by the Customs House of this port
which he has paid protesting against
the injustice of the same, and doth hereby
enter this Note of Protest accordingly, and
claiming the privilege beyond the same
at any future time as need and occasion
may require.

(Signed) S. G. Wilson
Master

Attest:

Signed Henry C. Hall
U.S. Vice Consul General

U. S. Consulate General
Havana July 6th 1890

I, the undersigned, U. S. Consul General at
Havana, do hereby certify the foregoing to be
a true and faithful copy of a Marine Note
of Protest, on file in this office; the same
having been compared with said original
and found to agree and forward and
for file.

Given under my hand and
seal of office, this 6th day of July, A.D. 1890

Thos. W. Biddell

U. S. Consul General

Washington. Jan'y. 6. 71.

Buzzi y Aguaga. (R. D. Mussey)

Cuban Commission

Jan'y. 72.

New York. Jan. 7. 71.

Jose Garcia Augarica

Cuba Bonum per

Jan. 72.

New York. Jan'y. 7. 71.

Thomas I. Mora.

古巴通信

Jan'y. 72.

2

Replied



AK. Jan 16,

W. Hood

Washington D.C.
January 9-1871

Honorable

Hamilton Fish

Secretary of State.

Dear Sir:

Enclosed please find
from Mr Henry E. Parsons, of Ashtabula
Ohio, the father of the late U.S. Consul
at Santiago, a letter. Will you have the
kindness to furnish me with the Docu-
ments to which he refers and I will forward
them?

Very Respectfully

Your Obedient Servant
J. A. Fairfield

Ashtabula O.
3rd Jan^y 1871.

Hon Jas A. Garfield
Washington
D. C.

You are aware
perhaps of the death of my
son John W. Parsons late Amer-
ican Consul at Santiago de Cuba.
- He died on the 18th Sep^r last.

His account with the Government
I am informed by Mr Fredk W.
Ramsden Brit. Vice Consul and
now or then, acting W. S. Consul
^{at that place} has been sent to the State Dept.

May I ask the favor of you
to obtain a copy of the account,
and of the several vouchers named
therein & forward to me
Very truly &c
Henry E. Parsons

New York. Jan. 9. 71

Madalena Mora.

Cuban Commission

Jan. 72.

New Brunswick, N. J.

January 9. 71.

Jose Vicente Brito

Centaurium

Jan. 72.

Mr Roberts
11 Jan 71

Treasury Department,

W. Pratt

January 10, 1871.



Sir:

I have the honor to acknowledge receipt of your letter of the 9th instant addressed to the Secretary, requesting the admission, free of duties and charges, of 40 cases of wine, as per Bill of Lading herewith returned, _____

imported for the use of Señor M. Lopez Roberts, the Spanish minister, in in the "Missouri", _____ at the port of New York, in, from Havana.

The Collector of Customs at that port has been instructed accordingly.

I am, very respectfully,

J. D. Bailey

Assistant Secretary of the Treasury.

Hon. Hamilton Fish,
Secretary of State,
Washington, D.C.

New York. Jan. 11. 70

Fausto Mora.

Cuban Commission

Jan. 72

New York. Jan'y 11. 71.

Joseph Hernandez.

Cuban Commission

Jan'y. 72.

MOELING & CO.,

LUMBER MERCHANTS.

Galveston, Texas,.....

Jan 12th, 1871.

J. C. B. Davis

asst Secy Dept of State
Washington.

Sir - I have
the honor of receiving yours dated 3^d
Decr - regarding a remitted fine of
500 - on Sch. Susanna.

There must be an error in some
way as our Sch. Susanna is only a
small vessel and has never been to
Cuba, or away from our Texas coast.
It must be some other Sch. by
same name -

Very Respectfully
J. G. Moeling.

New York. Jan'y. 13. 71.

Mammal + Perfecto de Rojas.

Centau Commission

Jan'y. 72

Telegram

New York, Jan'y. 11. 1876.

Hon.

Hamilton Fish.

Sec'y of State.

Please send
Certificate by first mail stating
that during the whole year of
Eighteen hundred and Seventy, the
United States and Spain were at
peace.

Noah Davis.

Recd. at 1135 Am.

Reparent the Certificate
for Secretary's signature
since 4th Jan'y

510
Am Jan 9 1871
Wm
TREASURY DEPARTMENT.



Fifty Auditor's Office,

Washington January 17, 1871.

Sir:

Mr. J. H. Rausden United States

Acting Consul at St. Jago de Cuba having

transmitted to this Office, for adjustment, his Account for time occupied

at his post of duty

I have the honor to inquire for what period I am to credit him therefor?

He charges from Oct. 1, 1870, to Nov. 27, 1870, Fifty eight days.

I am, very respectfully,

Your obedient servant,

Henry D. Barron,

Auditor.

To Hon. HAMILTON FISH,

Secretary of State.

allow from Oct 1 to Nov 27

C. New York. Jan. 17. 71.

William Montgomery

Cuba Bonimipin

Jan. 72.

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MISCELLANEOUS LETTERS
OF THE DEPARTMENT OF STATE

Roll 340

January 18-30, 1871



THE NATIONAL ARCHIVES
NATIONAL ARCHIVES AND RECORDS SERVICE
GENERAL SERVICES ADMINISTRATION

Washington: 1964

New York. Jan. 18. 71.

Thomas I Mora.

Cuba Bonifacio

Jan. 72.

January 18. 71.

Cristobal R. K. adau

Cuban Consumption

Aug. 72.

Received from Cuban Consumption Committee - Aug. 23/79.

Papers filed under date of August 23/1879 -
~~XXXXXX 1879~~



Mr Wood

Treasury Department,

Fifth Auditor's Office,

Washington,

January 21, 1871.

Mr.

Henry Ruggles

United States

Consul

at

Barcelona

having

transmitted to this Office, for adjustment, his Account for time occupied

at his post of duty

I have the honor to inquire for what period I am to credit him therefor?

He charges from

August 13, 1870, to

September 30,

1870

Only nine days.

I am, very respectfully,

Your obedient servant,

Henry D. Barron,

Auditor.

To Hon. **HAMILTON FISH,**

Secretary of State.

ms Jan 23
Jan 1. Davis



Washington D.C.
Jan 20 1871

Wm Hamilton Fish.
Secretary of State.
Sir.

At the last session of Congress the subject of the seizure of the steam ship "Meteor" for alleged violation of the Neutrality Laws, was before the Committee on Foreign Relations and was referred to me as a subcommittee, and I made a report upon it at the time.

The subject may soon come up again and I desire to be informed whether about January 23, 1866, when the Meteor was seized, the Government received any communication relative to the vessel from the Spanish

Minister or other parties, ^{relative to the vessel} and whether or not the State Department gave, or caused to be given, any instructions to the District Attorney at New York with reference to the seizure of the vessel. I should like copies of the papers.

The correspondence which took place later, in March 1866, relative to the application to ~~and~~ the vessel, is already in the possession of the Committee.

Your Obedt Servant
W. Patterson

W. Wood

Treasury Department,

Fifth Auditor's Office,

Washington, January 25th, 1871.

Ans. Jan. 24th
Sir:



Mr.

A. A. Young

United States

Counsel

at Santiago de Cuba

having

transmitted to this Office, for adjustment, his Account for time occupied
at his post of duty

I have the honor to inquire for what period I am to credit him therefor?

He charges from Nov. 28, 1870, to December 31,
1870, thirty four days.

I am, very respectfully,
Your obedient servant,

Henry D. Barron,

Auditor.

To Hon. HAMILTON FISH,

Secretary of State.

Can be allowed from
the 29th Nov.

New York. Jan 23. 71.

Paulina A. Weston.

Centaurion

Jan. 72.

New York. Jan. 24. 71.

John Foster.

Centauromorphia

Jan. 72.

Engaged to come as the person of unknown
person - not engaged - must consult counsel in
the matter of the

Wm
Sols

Urbington Dr

Jan 24 1871

Jan 25

Hon Hamilton Fish
Secretary of State
of United States
Sir

Being particularly interested in
the person of one Robert Krich who
in the year of 1865 was living in the City
of Havana (Island of Cuba) I have
made inquiry by letter, also had
an attorney at law write to the U.S.
Consul at the above place, and neither
of us have received any answer from
the Consul. You will confer a favor by
reading my statement which caused
my interest in the above named Krich,
May 18th 1865. previous to my return
from Havana where I had been
employed by Krich, for nearly 14
months, he gave me his note for
the amount of \$639.75⁰⁰ payable on the

15th of the following July. in the
City of Philadelphia. at an office
of Mr E. Gyzelin, since my arrival at
home I have called on Mr Gyzelin
who states he has heard nothing of this
Krich since my arrival. but I have
a letter from Krich stating his in-
tention to pay the money. dated in June.
65 since then I have heard nothing from him.
You will confer a favor on a poor
working man by informing me if
the amount due can be collected &
by what means I may proceed, to
take the proper steps to recover the same
if the man shall still be on the Island
or have returned to New York from
whence he started. I have a wife
and family of children depending
on me for support and cannot
well afford to lose the \$639. 75^{cts}.
if at all possible to recover it -
 Hoping to receive an answer
from your Honor in a favorable

manner if possible. and ear-
nestly await - the same

I am respectfully
Your Servant

James A. Anderson
No 308 East 6th St
Wilmington
Dec

N.B.

The action of the Council made
known to my white friends, and through
their advice I make application
to you for advice. from the fact of
said Council at that time being
personally acquainted with Smith
who was then a Brick Manufacturer
near (Cerro) on the property of one
Don Felix Aldecoa a Spaniard
J. A. A

Treasury Department,

Washington, D. C.

January 15th, 1871.



Sir:

Referring to your letter of December 8. in regard to the liability to tax of Ramon & Co. & Gomez who has certain claims on file in your Department, I herewith transmit a copy of a communication from the Commissioner of Internal Revenue on this subject.

Respectfully Yours
Geo. S. Boutwell
Secretary of the Treasury

Hon. Hamilton Fish }
Secretary of State }

Treasury Department,

(Copy)

Washington, D. C., 6 Jan , 1871 .

Sir:

The letter of the Hon. Secretary of State addressed to you on the 8th. ult., respecting the probable liability of Ramon F. Criado Y Gomez under the Internal Revenue Laws of the United States, referred by you to this Office, was received, and the Assessor of the 7th District of New York was called upon for report.

Contrary to the supposition of the office, it appears that Mr. Gomez resides in the 6th. District, and a report has been received from Max Weber, Assessor of said District, dated 30th. ult.

In view of the claims filed by said Gomez at the Department of State, it seems desirable that a portion of this report be brought to the attention of the Hon. Secretary of that Department, and I therefore quote the words following:

"Mr. Gomez states that he was naturalized, April 15, 1869; — that previous to that time he resided a greater portion of the time in this city, begin Havana a part of the time when called there on business; that he has resided in this city since February 1869, and has not made any return of income for any year previous to 1869, and claims that he is advised by counsel that he cannot now be assessed for a return of income for said years, as the time within which the same could be assessed has expired."

It would appear from the above that said Gomez was a resident of the United States for a considerable period prior to 1869 (for which year he did make a return of income) and hence liable to return his income as by law required, and that he now takes advantage of the statute of limitations (Section 20 Act June 30, 1864, amended) to avoid making such returns.

It does not clearly appear that the said Gomez has been otherwise delinquent.

Hon Geo. L. Boutwell
Secretary of the Treasury }

Respectfully
(Sgd) J. W. Douglass
Depty Commissioner for

New Brunswick N.J. Jan^y 25. 71.

Joseph Hernandez.

Relative to his embargoed property in
Cuba.

Original sent to Cuban Claims
Commission Jan^y 72.

Boston. Jan. 26. 71.

Long Co.

Cut and connect

Jan. 72.

Washington, Jan. 27. 71.

Geo. L. Wingate

Cuban Commission

Aug. 12.

ack 2 ready

H. Pratt

71 Murray street

New York Jan'y 30-1871

Secretary of State

Washington. D. C.

Sir.

At the instigation of the Spanish
Minister, or his agents, my ship
the Florida was seized Aug 20-1870
for alleged violation of the neutrality
laws, and, in spite of my earnest
efforts for a speedy trial, was not
released until July 14-1871, sub-
sequent to the decision of Judge
Blatchford, in my favor, on the 11th
inst.

Before submitting my case to con-
gress, and appealing thereto for relief,
I have thought proper to present to you
my claim for damages, that you
may demand and help secure thereof from
the parties who have injured me,
and who, from their diplomatic
position, are free from the juris-
diction of our courts.

As an American citizen, and
one of a large class, whose prop-
erty is liable to be imperilled
in mine has been, I cannot im-
agine that my government will
permit these raids on lawful
and legitimate commerce
without some responsibility on
the part of the accused.

In good faith my govern-
ment has given the Spanish
Minister every facility to protect
the interests of his country: the
people of this country good wait
to know if the ^{offenses of} ~~ground~~ ⁱⁿ accusation
he makes are to be borne by
our much suffering and overtaxed
people, who are in sympathy
with those he hates and oppresses.
Early advice of your action will
much oblige

Very Truly
Francis Darr
owner of the Panama

Herewith my claim for \$100,000 and

New York Jan'y 30 - 1871

Francis Darr's claim for damages resulting
from the seizure of his ship the Florida -
Aug 20 - 1870 - for alleged violation of the
Neutrality Laws.

5 months detention at the Hook.

Bye wharf, in the custody
of the U. S. Marshal

@ \$4500 per month 22500 00

Damages to hull - rigging &
machinery 12000

Damage to provisions on board 2500

Loss of market and estimated
profits on sale of cargo at New
York } 40000

Loss of estimated profit on sale
of ship at New York 25000

Expenses incurred for defense
of suit &c 2000

104000 00

Total one hundred and four thousand
and Dollars.

Mailed to the "Secretary of State" January
30. 1871

Francis Darr
owner of the "Florida"
75 Murray street



In the matter of the destruction of the
Ship "Commonwealth" by the "Florida" in 1863.

Philad^a. January 30th 1871.
To the Hon. Hamilton Fish
Secy of State U.S. &c. &c.
Washington D.C.

- In presenting a claim
for Merchandise shipped by the "Commonwealth"
1. I destroyed with that vessel, - can the
Owner charge the market price thereof at
the port of destination - as ascertained
by the price received for the same kind of
Wool shipped simultaneously with his own?
2. Is anything further necessary there to accom-
pany Claimant's sworn statement of loss, with Bill
of Lading, and one or two affidavits of value?

Very Respectfully Yours

M. J. Mitchem
for Claimant,

H. K. Cummings

M. J. Mitchem sent me Col. J. A. Smith's name

Wm 90 Smith
Feb 2

ackd 3 Feb

75 Murray st

New York Jan 24/87

Secretary of State
Washington D. C.



Sir,

In my letter, of yesterday, forwarding my claim for damages in the case of the steamship Florida, I omitted to send the decision of Judge Matthews.

I enclose it now, and ask that it be attached to my claim.

Very Respy
Francis Dan
owner of steamship
Florida

Acknowledge receipt - This paper puts me
completeness upon the case that it did when
when the ship was at San Diego a few
ago

The *New York Daily* Transcript.

OFFICE, 61 CHAMBERS STREET.
NEW SERIES.—No. 1,145.

THURSDAY, JANUARY 19, 1871.

{SIX DOLLARS A YEAR
IN ADVANCE.

United States District Court.

THE UNITED STATES *v.* THE STEAMSHIP FLORIDA,
HER ENGINE, ETC.

BLATCHFORD, J. Admitting that persons acting as agents of the insurrectionary party in Cuba were the real owners of the vessel and her cargo of arms and munitions of war, and that the transaction of the borrowing by Darr from Castillo of the money wherewith the vessel and her cargo were purchased was a sham, and that the vessel was to proceed with her cargo to Vera Cruz, and there vessel and cargo were to be transferred by Darr, their nominal owner, to persons acting for the insurrectionary party in Cuba, and that thence the vessel was to take the cargo to some point off the coast of Cuba, and land it on the shore by the use of rafts made out of the lumber on board, towed by the steam-launch on board through shallow water to the shore, and that Darr and such real owners of the vessel and cargo had an intent to do all this in fitting out the vessel and putting her cargo on board, still a violation of the 3d section of the act of 1818 is not thereby made out. A vessel fitted out with intent to do this is not fitted out with intent to cruise or commit hostilities within the sense of that section. If so, then every vessel fitted out to run a blockade with a cargo of munitions of war, is necessarily fitted out within the sense of that section to commit hostilities against the country whose forces have instituted the blockade. To land a cargo contraband of war on the shore of the country of one belligerent at a point not blockaded, is no different an act, in its quality of being an act of hostility against the other belligerent, from the running of such a cargo through a blockade into a blockaded port; and the latter act is no act of hostility against the blockading power.

There is no satisfactory evidence that the vessel was furnished or fitted out or armed, or attempted to be furnished, or fitted out or armed, with intent that she should be employed to cruise or commit hostilities, in the sense of the 3d section of the act, in the service of the insurrectionary party in Cuba against the Government of Spain. There is no evidence that she was intended to do any thing more than transport her cargo to the coast of Cuba and cause it to be landed there on rafts by the aid of the steam-launch on board. To do this was no violation of the 3d section of the act, which is the one on which the libel is founded.

The libel is dismissed.

H. E. Davies, Jr. (Assistant District Attorney), and *J. B. Craig*, for the United States.

Beebe, Donohue & Cooke for the claimant.

going to show that he had acquiesced in the form of policy which he held. Indeed, that it was a circumstance so strong that without proof of any explanatory or qualifying circumstances, it was in law a ratification and acceptance of the policy, in its existing form, which precluded him from receiving back the premiums.

We think these instructions correctly defined the position and relative rights of the parties, under the circumstances, which were disclosed in the evidence. The jury saw fit to find a verdict for the plaintiff. But upon the evidence which was given at the trial, we cannot allow it to stand without permitting them to over-

authorized agent of the Royal Insurance Company, and have agreed to pay the sum of 225 dollars for assuring from loss or damage by fire the property hereinafter described. [Here follows description.] . . .

"Now, be it known, that from the 14th day of February, 1868, until the 14th day of August, 1868, and for so long after as the said assured shall pay the sum of 225 dollars at the time above mentioned, and the directors, by their authorized agent, shall accept the same, the funds and property of the said company shall be liable to pay and make good to the assured, their executors, &c., all such loss or damage by fire as shall happen to the property above mentioned, subject to the conditions hereon indorsed.

"Dated the 14th day of February, 1868."

Among the indorsed conditions was the following:—

"No insurance proposed to this company is to be considered in force until the premiums and duty be actually paid, and persons desirous of continuing annual insurances must make their respective payments of the premium and duty thereon on or before the commencement of each succeeding year."

The premium of 225 dollars was duly paid; and in the month of February, 1868, after the policy was issued, the plaintiffs told the defendants' Callao agent, as the fact was, that they intended to renew their policy. They received no intimation from him, or any one on behalf of the defendants, that the policy would not be renewed.

"Between 11 and 12 P.M. on the 14th of August, 1868, the plaintiffs' store at Callao and the property therein, being the property insured, were totally destroyed by fire. The plaintiffs applied to the defendants for payment of the value of that property, but the defendants declined to pay.

The question for the opinion of the Court is, whether the policy was still subsisting and in force when the fire and the consequent loss or damage to the plaintiffs occurred.

J. Brown Q.C. (Cohen with him), for the plaintiffs. The policy covered the whole of the 14th of August. The general rule of computation, as now established, applies to it, according to which, where time is to be counted either from an act done, or a day certain, the initial day is excluded from, and the last day included in, the computation. Formerly a distinction existed where time was to be counted from the "date," or the "day of the date," of a particular act or instrument. But that distinction is exploded: *Pugh v. Duke of Leeds* (1); and the true question in each case is, what the intention of the parties, as expressed on the document to be construed, really was. Now, policies of insurance are to be construed in favour of the assured; and if it were necessary, it might be argued that here both the 14th of February and the 14th of August were covered; but it is sufficient to shew that both parties intended, and have expressed their intention, to exclude the first day, and include the last.

[*MARTIN, B.* That is the real question. I do not think both days were protected by this time policy. If the 14th of February was included, the 14th of August was not. Otherwise the period of more than six months would be covered by the policy.]

The provisions as to payment of renewal premiums prove that the intention was to include the last day. The insurance was to last until the 14th of August, or for so long after as the premium should be paid. The parties could not have intended to leave the 14th uncovered.

24
43
W. E. P. Smith
July 11
Dec 3. 24 Jan 1
24
Savannah
Med July 18th 1871 W. E. Batt

To the
Secretary of State
Washington
Sir

Will you instruct
me in what form it is necessary
to present a claim for loss from
capture of the Confederate Steam Ship,

I was in command of the ship
Redoubtable of Boston on a voyage
from Boston to Hong Kong when that
ship was captured by the Florida and
nearly all of my personal property
on board was confiscated by the captor.

Mr Francis Boyd of Boston the owner
of the ship transmitted to the Department
of State on Sept 5th 1863 my original protest
carefully drawn up by myself and
made at Antwerp before the American
Consul, and on Dec 17th 1863 Mr Boyd
transmitted other papers and documents
relating to the same of reference to
which and my signature to the protest
you will find any statement correct.
I would like also to know if any
claim could or should be made for

the time lost and expenses incurred
by me in returning to the U States
after capture or in my case I was put
on board the Italian Brig "Dure Bentelli"
of Genoa and landed in Antwerp with
no funds and but little clothing and
left to get home the best way I could
which entailed upon me a heavy
expense;

My residence and Post Office address
is Plymouth Mass and any instructions
you may deem proper to furnish
me with, will reach me on that
address; I am Sir

Respectfully Yours
Augustus H. Carey