

Aug, 1861

This Agreement made the day of ~~August~~
A.D. 1861 by and between Domingo de Goicouria
at present residing in the City of New York of
the first part and Appleton Oaksmith of said
place of the second part

Witnesseth

That whereas the said Appleton
Oaksmith party of the second part was in the
year 1855 the owner of two vessels called
the "Amelia" and "Magnolia" and held the
paper title of certain valuable cargoes of
arms and ammunition shipped on board
of said vessels of large value — and whereas
the said Domingo de Goicouria party of the
first part ^{advanced} a large portion of the money for
the purchase of said cargoes. And whereas the
said vessels and their cargoes were seized by
the authorities of the United States, the
"Magnolia" in the port of Mobile Ala. and
the "Amelia" in the port of Port au Prince in
the Island of Hayti.

And whereas in the years 1854 and 1855
the said Appleton Oaksmith was the Agent
of the Steamer "Massachusetts" belonging
to one George Morsden and whereas the
said Domingo de Goicouria had a lien
on said Steamer for a large sum, for
money advanced for the purchase and

for repairs: and whereas said Steamer was seized by the authorities of the United States in the harbor of New York by which great loss occurred and for which a just and equitable claim against the United States now exists and which claim is controlled by the said Appleton Oaksmith.

And whereas a certain suit is now pending between the parties to this agreement and others growing out of the aforesaid matters: And whereas clear just and equitable claims against the United States exists by reason of the before named seizures the recovery of which claims depend entirely upon a proper understanding between the parties to this instrument:

And whereas parties other than the undersigned have equitable interests in any proceeds arising out of such claims.

Now for the purpose of settling all matters of controversy between the undersigned and in order to prosecute said claims against the United States Government and to define the interests of the parties hereto or their assigns in said claims and the proceeds thereof - and for and in consideration of all the foregoing and of the covenants agreements and

Stipulations hereinafter named and of the sum of one dollar to each by the other in hand paid the receipt whereof is hereby acknowledged it is hereby agreed as follows:

1st The suit against Appleton Oaksmith and others is to be discontinued without costs to either side as against said Appleton Oaksmith and J. B. Devoe -

2^d Domingo de Goicouria and Appleton Oaksmith are to interchange "General Releases" -

3^d The claims against the United States for damages for seizure of the cargoes of the Barks "Annelia" and "Magnolia" and the Steamer "Massachusetts" and all of the documents and testimony relative thereto are hereby placed in the hands of Francis H. Dykes Esq. and Selah Squires Esq. Counsel retained by the respective parties hereto - and immediate steps ^{shall be} taken to bring the proper suits or claims for their recovery.

4th Said suits or claims are to be brought in the name of said Oaksmith and the said Goicouria or his assigns.

5th Said Oaksmith is to give so

much of his time and attention
as said Counsel may think necessary
in preparing and prosecuting said
claims —

6th The entire expense of prosecuting
said claims and the incidental expenses
relative thereto are to be borne by the said
Oaksmitth individually - and agree-
ments ^{to be made} ~~to be made~~ with all Counsel on
such understanding.

7th Upon a final recovery of said
claims the gross amount recovered
shall be divided between the said
Domingo de Poicouria or his assigns and
Appleton Oaksmitth his heirs, administra-
tors or assigns in the following proportion,
viz:

The said Domingo de Poicouria or
his assigns one half and the said
Appleton Oaksmitth his heirs or
assigns &c. one half —

8th In case of the recovery of any
portion of said claims before the
other it is understood that said proceeds
may be divided in the same
proportion by the mutual
consent of the parties hereto —

It is understood and agreed

That this instrument shall be a full and final discharge and settlement of all matters of all and every kind or nature whatsoever between the undersigned -

For the faithful performance of all the foregoing stipulations the said parties stand each for the other firmly and honorably bound and obliged

In witness whereof they have hereunto set their hands and seals in the City of New York this day of ~~August~~ ^{August} A.D. 1861.

Signed and Sealed
in presence of

