

9FED.CAS.—32

Case No. 4,954.

THE FORTUNA.

{1 Brock. 299.}¹

Circuit Court, D. North Carolina.

Spring Term, 1815.²

PRIZE—VESSEL SAILING UNDER NEUTRAL FLAG—CONCEALED PAPERS—ENEMY'S PROPERTY.

A vessel, sailing under a neutral flag, was captured by an American private armed schooner, and brought into a port of the United States for adjudication. The vessel and cargo were libelled, by the captors, as enemy's property, and a claim was interposed, by neutrals, who appeared, by the ship's papers, to be the proprietors; but after the arrival of the vessel in the United States, other papers were found, artfully concealed, tending to show that the vessel and cargo were, in truth, British property; Great Britain and the United States being then at war. The concealed papers examined and compared with the ship's papers, and the vessel and cargo condemned as enemy's property; but order for further proof made, if an appeal should be taken, leaving the question of its admissibility to be determined by the supreme court.

{See note at end of case.}

{Appeal from the district court of the United States for the district of North Carolina.}

The Fortuna, sailing under Russian colours, left Riga on the 2d of September, 1813, for London, where she arrived; and from thence, sailed on the 18th of November, 1813, in ballast, on a voyage to the West Indies, took a British convoy at Portsmouth, in England, and proceeded with it to Barba-does, and thence to Jamaica. From thence she sailed to the Havanna, where she arrived on the 12th of February, 1814; took in a cargo of the produce of Cuba, and left the port of the Havanna on the 25th of March, 1814, under protection of a British convoy, bound to Bermuda. After parting with the convoy, she was captured on the 19th of April, 1814, in the latitude of 38°, west long. 60°, by the private armed schooner Roger, and brought into Wilmington, North Carolina, for adjudication. The master, and all the crew, except the mate and two seamen, were taken out, and kept on board the privateer until the 14th of August, when they were sent in to be examined. A claim was interposed by the master for the ship, as the property of Martin Krause of Riga, one of the house of trade of M. & J. Krause, of that place, for 1520 boxes of sugar, and 144 quintals of Campeachy wood, as the property of M. & J. Krause: for 160 boxes of sugar, as the property of J. F. Muhlenbruck, as the master understood, "a native of Germany, and of late usual abode at Hamburg," and who went out in the vessel, and shipped the whole of the cargo; and for small portions of the cargo, as the property of the master, and of a Swedish captain, Steinmeitz.

There were found on board, a certificate of the built of the ship in Finland; a passport or sea brief to proceed to London, granted at Riga, by the harbour-master and commander at that place; a bill of sale of the ship, from P. A. Severnon & Son, of Riga, to Martin

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Krause; and certificates of naturalization of the crew. The cargo was documented in the usual formal manner. The prize master, in his affidavit, on delivering up the ship's papers, sworn to on the 7th of July, 1814, states, "that the said papers were found in the said ship, at three different periods, and that on coming into his possession, or on discovery thereof, he proceeded with them forthwith, and without delay, to the admiralty office, &c., and that the last parcel of papers were, on the 8th of June last, being a considerable time after the arrival of the said ship, found concealed in a tin box, carefully let into an old piece of timber, to wit, part of the frame or belfrey of a vessel, by means of a mortice hole, which said mortice hole was covered with a piece of wood, in a way to elude observation, and which said piece of timber was stowed away among the ship's firewood," &c. Certain papers were also found in the master's trunk, after the ship's arrival.

In his examination, on the standing interrogatories, the master swore, that he was employed and appointed by a Mr. Hoffengartner, who gave him possession of the vessel in London, in 1812; that the said Hoffengartner was then travelling; and died about March, 1813; but his place of abode, birth, and country, the master did not know. That Messrs. Bennett & Co. of London, gave him his instructions, and informed him, that Martin Krause had directed them to fit out the ship, and order her to the Havanna. That the ship had before gone by some other name, which he did not recollect. That a bill of sale of the ship

was made to Martin Krause, by the person from whom the said Krause purchased, but whose name he did not recollect, nor the time when it was made, nor in the presence of what witnesses; and there was no engagement different from, or in addition to, the bill of sale. He assigned, as his reasons for placing the papers in the piece of wood, that they were partly papers not belonging to the vessel, and partly private letters, and he did not wish to have them mixed with the ship's papers, as it might possibly create confusion, and that they might be put aside, when boarded by any private armed vessels, and, if there should be a necessity, produced when called for.

The ship and cargo were condemned in the district court, and the claimants appealed to this court.³

MARSHALL, Circuit Justice. The Fortuna, a vessel sailing under Russian colors, was captured on a voyage from the Havanna to some port in Europe, by the American privateer Roger, and brought into the port of Wilmington, where she was libelled by the captors as enemy's property. The vessel and cargo were claimed as belonging to neutrals. Both were condemned in the district court as prize of war, and from that sentence the claimants have appealed to this court.

The ship's papers, which were found at the time of capture, represent the vessel as Russian, and the bills of lading and other papers, relative to the cargo, represent that as the property of the neutral claimants. The testimony of the captain and crew comports with these papers. There is, indeed, some apparent contradiction in the affidavits given at different times by the captain. In his claim, and in one of the affidavits, he says that the Fortuna was the property of Martin Krause; in another affidavit he states her to be the property of M. & J. Krause. Now as M. & J. Krause were partners in trade, both Russians, and both residing at Riga, it was perfectly immaterial whether the vessel belonged to one or both of them, and it is entirely probable, as M. & J. Krause were the ostensible owners of the principal part of the cargo, that this inaccuracy of expression in one of the affidavits might escape him inadvertently, or might, as has been stated, be the fault of the translator or person who wrote the affidavit. Although such negligence in those who give testimony in any cause, must be very reprehensible, it would be punishing it rather severely, even if it were certainly committed by the witness, to confiscate a ship in consequence of it. I should, therefore, not lay much stress on that circumstance. But while the Fortuna lay in the port of Wilmington, a canister containing several papers was found concealed in an old piece of timber. It appears that in the port of Havanna, just before the sailing of the vessel, the carpenter had been taken into the cabin by the captain, who brought in at the same time this piece of wood. They were locked in together, and while there, the canister was let into the timber, and a piece of wood morticed over it for the purpose of concealing it. The timber was then thrown into the hold of the ship. The papers thus concealed have a material influence on the cause. The claimants represent Messrs. Ben-

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nett & Co. of London, to be the agents of M. & J. Krause of Riga, with respect to the vessel, the voyage, and the cargo. Bennett & Co. are supposed to have empowered a Mr. Muhlenbruck, a German, to purchase a cargo at the Havanna, to which place the Fortuna sailed in ballast, with which she was to return to Riga, touching on her return at Leith or some British port. The concealed papers furnish considerable ground for suspecting, that both the vessel and cargo are, in fact, the property of Bennett & Co.

The first of these secreted papers, contained in the transcript of the record, is a letter of instructions from Bennett & Co. to Captain Behrens, dated London, 18th November, 1813, immediately before the departure of the vessel for the Havanna.⁴ This letter commences

thus: "As we have settled your ship's accounts, by paying you a balance of £206. 16s. 11d., up to November 13th, we now agree," &c. The Exhibit No. 40 is an account (headed, "Dr.—Ship Fortuna,—Cr."), the balance on which is £206. 16s. 11d. The Dr. side of this account charges the ship with an account from Riga, due the captain, with primage going to Riga, the same from Riga, with cabin freight, and with his monthly wages from the 6th of May, to the 13th of November, and credits the ship by account against the captain from Carlsrona, the same from Gottenburg, and account in London, leaving the balance of £206. 16s. 11d. The balance arising against the captain, in London, is taken from Exhibit No. 3, which is headed, "Expenses in London, on the Voyage from Riga, Homeward." The account amounts to £202. 2s. 10d., and contains a credit for £300, received from Messrs. Bennett & Co., in cash, leaving, against the captain, the balance of £97. 17s. 2d., which is carried into the general account for final settlement. The Exhibit No. 1 is headed, "Expenses of the Ship Fortuna in Riga in the Month of July," and amounts to 1602.54 $\frac{2}{3}$, Russian currency. A credit is there given in the following words: "From Mr. J. Krause in Riga, I received in cash 1600 roubles, leaving a balance in Russian currency due the captain of 2.54 $\frac{2}{3}$, Russian currency." The same exhibit contains the expenses at Carlsrona, amounting to 161.39, and credits cash received from Buhling 180, leaving a balance against the captain of 18.9. Also, expenses in Gottenburg, amounting to 154.7, and credits by cash received from Mr. Wildenberg 150, leaving a balance due the captain of 4.7.

The appearance of these accounts demonstrates that no settlement was made with the captain at Riga, at Carlsrona, or Gottenburg which included them, but that advances were made to him at those places, respectively, to be accounted for by him when his accounts should be finally adjusted by Bennett & Co., and that the account itself was not stated, until after his return to England. The expenses of the whole voyage appear to be on the same paper, beginning at Riga. There, Mr. Krause is credited with a round sum of 1600 roubles, leaving due the small balance of two roubles and a fraction. This is the natural course of a person directed to make advances to the captain of a ship, but it is not credible that, had the account been settled, the precise balance would not have been paid. Precisely the same thing occurs at Carlsrona and at Gottenburg. At each place a round sum, as a sum in gross, is advanced, nearly the sum due, but never the exact balance. Then, these accounts appear, forming one exhibit, I suppose, drawn upon the same paper, showing that no account had been rendered at either of the foreign ports, but that the whole was received for adjustment with Bennett & Co. This is certainly very natural if Bennett & Co. be the owners of the ship, having agents at Riga, Carlsrona and Gottenburg, but very extraordinary if Krause at Riga was the owner, and Bennett & Co. were their agents in London. The force of this circumstance is, however, very much impaired by a paper which shows, that on the arrival of the Fortuna in Riga, in June, 1813,

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a settlement of some kind took place, in which the captain's wages, up to the 6th of May, and those of the crew, to the 22d of May, were included. With whom the settlement was made does not appear, but in the subsequent final adjustment with Bennett & Co., the wages of the captain and crew are calculated from the date at which this paper states them to have been paid. It appears then, that a settlement took place on his arrival at Riga on the 7th of June, including his wages to the 6th of May, and those of his crew to the 22d, and that his expenses at Riga, and at other ports, were to be settled in London on his return. There is some difficulty in accounting for the settlement as respects wages, if the vessel arrived at her home port in June. The most rational solution of the difficulty would seem to be, that his voyage commenced in May in London, and was to terminate in London, a circumstance from which it would rather be inferred that London had become her home port, rather than that Riga continued to be so. This is corroborated by the manner in which the account is headed, "Expenses in London on the Voyage from Riga Homeward." The critique on the word "homeward" is not sustained, for it is the voyage that is homeward, and the meaning is, expenses paid or settled in London, but incurred on the voyage. And we find in the account, the wages of the men from the last settlement. This phraseology might be used by men accustomed to consider London as their home, although the vessel might be chartered from a foreigner, but it could not be expected from a Russian captain, commanding a Russian ship, owned and sailing in the employ of Russians.

The other accounts in this record, relate chiefly to the Ceres, a vessel commanded by Captain Behrens, before he was placed in the Fortuna. They are somewhat mysterious, from the general want of dates, and names; but this may be readily accounted for. In other respects, they are not calculated to dissipate suspicion. That money was paid by Bennett & Co. in London, on account of the Ceres, furnishes strong ground for the opinion, that the account of December, 1812, was rendered to Bennett & Co. Now, that account appears, upon the face of it, to have been prepared for final settlement of the owners, or person, who acted as owner. The Fortuna and the Ceres, too would seem to be under the management of the same person. Now, there is proof, that Bennett & Co. were the managers, and most

probably, the owners of the *Ceres*; but we should not be justified by any paper or testimony in the cause, in supposing that the *Ceres* was owned by Krause, or that Behrens was ever employed by him, or known to him, until he was placed in the *Fortuna*. These accounts, taken together, certainly indicate a long connexion between Bennett & Co., and Captain Behrens, and seem to show, that they were in the habit of employing him in their vessels. After referring to the settlement which had been made, the letter of instructions proceeds thus: "We now agree, that the arrangements," &c. It has been very properly remarked, that this agreeing to confirm the contract made by Krause in Riga, is not the language of an agent, relating to a transaction of his principal; but it is undoubtedly true, that the agreement made by Krause, might terminate on the arrival of the ship in London, when a new contract might be made for the voyage to the Havanna, for the basis of which, the parties took the agreement at Riga. There are, however, in this contract, expressions which appear somewhat suspicious: It commences thus: "On the following conditions, have I given to Captain Henry Behrens, the command of the ship *Fortuna*, under Russian colours, lying, at present, at Riga."⁵ This contract is dated in August 1813. These words, certainly import, that under this agreement, Captain Behrens took command, for the first time, of the *Fortuna*. Yet, in fact he took command of her in London, in 1812, and had sailed in her as commander from London, to the Baltic. This cannot be a confirmation of his previous appointment in London, for it is not the language of approbation or confirmation, but of original appointment. And this appears to be more than two months after the arrival of Behrens at Riga. The language does not appear to be at all fitted to the occasion, and whenever that occurs, there is much cause to suspect that it is uttered with an object, and for a purpose, not avowed. If it be supposed, that this contract was made in contemplation of the voyage to the Havanna, the difficulty is shifted, but not removed. The question recurs, what need had this contract of the confirmation of Bennett & Co.? or of the gratuity of £100? There is too much reason to suspect, that this is a feigned paper, prepared to give the ship the appearance of her being owned by Krause. It is a little remarkable, too, that Bennett & Co. speak of it, as an arrangement made with M. & J. Krause, whereas it purports to be made with J. Krause only. The letter proceeds, "We have ordered Mr. J. F. Muhlenbruck to supply you with the cash necessary for your expenses in the Havanna when arrived out, which we beg may be as little as possible." The letter proceeds to mention persons to whom he may apply for aid, in different ports in England.

It cannot escape observation, that this letter contains no reference to the interests of the Russian merchants. The money is not to be advanced on their account. Mr. Muhlenbruck is not represented as their agent, or as advancing money on their account. The caution to economy, is not for the sake of his owners. This is certainly the language of an actual owner, but is very unlike the language of an agent. The letter then proceeds to

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give detailed instructions for the observance of the directions of Mr. Muhlenbruck, in the Havanna, without once alluding to any connexion between Muhlenbruck and Krause.

The next letter is dated Havanna, 24th March, 1814, and is written by Muhlenbruck, to Bennett & Co.⁶ This letter is written

with circumspection, and represents the transaction in a manner entirely conforming to the pretensions of the claimants, and is certainly adapted to the inspection of cruisers. It could therefore be concealed only with a hope of keeping Bennett & Co. entirely out of view, if with any fraudulent motive. Taken alone, I should not be inclined to yield to the suspicions it has excited; taken in connexion with the letter of Bennett & Co. to Behrens, I acknowledge it acquires a meaning which might not otherwise be affixed to it. "The Russian ship, Fortuna, &c." This style of communication would rather create the idea, that with respect to the Fortuna, Muhlenbruck was the direct agent of M. & J. Krause, and gave this intelligence to Bennett & Co. as the friends and correspondents of that house; than that he was in fact the agent of Bennett & Co. appointed and instructed by them, with respect to this very vessel. "I enclose you invoice and bill of lading, which you will be pleased to forward by the first opportunity to the above friends." From this language, it could never be inferred, that Bennett & Co. had the sole management and direction of the vessel, and had employed Muhlenbruck, as a person who would obey and account to them. But if the invoice and bill of lading were intended for M. & J. Krause, why not have sent it in a letter to them? Why through Bennett & Co.? He then says, that he has given the captain orders to touch at Leith, or some port in the channel, according to winds, and gives as a reason for these orders, that M. & J. Krause may have been induced to countermand the destination to Riga, in some letter to their correspondents Bennett & Co.: thus studiously preserving the idea, that he acted directly for M. & J. Krause, and that the voyage was under their management, not under that of Bennett & Co. He suggests, that the idea of touching at Leith, or in the channel, originates with himself, and yet it appears from a postscript to the instructions given to the captain, by Bennett & Co., that they had ordered him to touch at Leith. "On your arrival at Leith," say they, "apply to Messrs. Ogilvie & Tatterson." The next sentence requests them, should they have received orders from M. & J. Krause, to communicate them immediately to Captain Behrens; a request very proper from the agent of M. & J. Krause to their correspondents, but very extraordinary, if made by the agent of Bennett & Co., who were themselves, the sole managers of the vessel and voyage. The letter proceeds, "Please to inform, also, M. & J. Krause, that I have advanced here the captain \$1332.04, for the use of the ship Fortuna." Who, that should collect his knowledge of the fact from this letter, would, or could suppose, that this money had been advanced by the agent of Bennett & Co., and by their express orders?

This letter, so far as it respects the Fortuna, is obviously intended to impress the idea, that Muhlenbruck was employed by M. & J. Krause, and that Bennett & Co. had neither the management of the vessel or cargo, but were written to by him, as the friends and correspondents of the owners at Riga, who might possibly have received instructions from them. Yet the letter of instructions from Bennett & Co. to Behrens, and their letter

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to the merchants at Charleston demonstrate, that if they were not the owners, they had the sole and exclusive management of the vessel and voyage, and that Muhlenbruck was their agent, appointed to superintend the affairs of the Fortuna, and of other vessels, acknowledged to be owned, or employed, by them. Why thus disguise the truth? If Bennett & Co. were not the owners of the vessel and cargo, but were, in fact, the agents of M. & J. Krause of Riga, with unlimited powers, why not address them in their real character? Why not write to them as the persons having full power over the subject, who had authorized Muhlenbruck to purchase a cargo for their friends, and who were responsible to him for the money he had advanced by their order? The letter of instructions from Mr. Muhlenbruck, to Captain Behrens, is written precisely in the spirit of that part of the letter to Bennett & Co., which relates to the Fortuna. It is precisely such a letter as would be written by the immediate agents of M. & J. Krause, supposing them to retain in their own hands, the control of the voyage, to their friends and correspondents, who had no certain agency in the business, but might possibly have received letters for the ship, countermanding orders previously given.

I will here notice the letter written by Mr. Muhlenbruck,

at the Havana, to M. & J. Krause.⁷ This letter was not secreted, but kept among the ship's papers. "Who, that should read this letter, would imagine that Muhlenbruck had been appointed, not by M. & J. Krause, but by Bennett & Co.? Who, that has read the letter of instructions from Bennett & Co. to Behrens, would not expect that this letter would contain some reference to the manner in which the writer became the agent of the persons to whom the letter is addressed? If to this it be said, that this may have been done in a previous letter, I answer, that if any such previous letter had been written, it would, according to mercantile usage, have been referred to in this letter; and the stay of Muhlenbruck, in the Havana, had been so short, as to diminish the probability of his having written a previous letter to Riga. I think it almost impossible, that a stranger, slipped by Bennett & Co. into the business of M. & J. Krause, would have written them a letter without hinting at the manner in which he became their agent, or referring to the information they might have received on this subject from Bennett & Co. The proof of any previous letter, or connexion, might diminish, or, perhaps, destroy the impression this letter is calculated to make, but, at present, it has much the appearance of being prepared for the purpose of keeping Bennett & Co. out of view. Such studious concealment always conduces to the opinion, that the person thus kept out of view, is more than a mere agent.

The concealment of the canister, in the piece of timber, cannot, I admit, give to the papers a meaning which their words would not justify. But it shows that the captain, who was much trusted by Bennett & Co., and had, most probably, been long employed by them, believed that these papers contained something which he ought to conceal; what could this be, but the agency of Bennett & Co.? And why should he conceal that, if they were no more than agents? If the letters appeared to be all written with the same view; if Bennett & Co. appeared throughout, as the avowed agents of M. & J. Krause, there would be nothing extraordinary, or suspicious, in the transaction; and there could be no fair reason for attempting to conceal this agency. It would seem as if the original design was to keep them entirely out of view, and the agency was kept in reserve, as the dernier ressort, if the part they had taken should be discovered. My present impression is, that if the original purchase of the Fortuna was not made by Krause, for Bennett & Co., she was transferred to them before the commencement of this voyage, and that they are to be considered as the owners of the ship, and of that part of the cargo which is claimed for M. & J. Krause. There is no proof that Muhlenbruck is domiciliated in England, and his property would be restored if he stood in court unimpeached. But he is so deeply concerned in this whole fraud, if it be one, that he must suffer the consequences of fraud. The property claimed by him, is, on that account, condemned also. This cause operates equally against the claim of the captain. There is, however, a small claim of a Swedish captain, which is not infected with this general contamination, and which, therefore, ought to be restored.

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The conduct of the privateer, though justly reprehensible, cannot be punished by this court in the manner required by the counsel for the complainants. If their case depended, in any degree, on the testimony of the sailors who were taken out of the ship, and might be tampered with, that testimony might be disregarded. Any circumstance in the cause, which could be accounted for by the removal of the persons who ought to have remained in the prize, might be leniently considered; but it is apparent, that the cause rests on testimony in no degree affected by these circumstances, and that the question before the court, appeals, not to its discretion, but to its judgment.

The sentence of the district court is affirmed, with costs, except as to the claim made for Captain Steinmeitz, a Swede, with respect to which, it is reversed, and restitution ordered.

This case might be very much altered by a claim made by M. Krause, in person, or by affidavit, for the vessel, and by M. & J. Krause, for the cargo, by the exhibition of original letters, showing the ownership of the Fortuna, and the plan of this voyage; by the exhibition of letters, showing that Muhlenbruck's appointment was communicated to the house at Riga; by the letter of instruction from Bennett & Co. to Muhlenbruck, Showing that he was to act for M. & J. Krause; and by any letter from Muhlenbruck to Krause, communicating his situation to them. I do not suspend the cause, to give time for the production of these papers, because they ought now to be ready; but if an appeal should be prayed, I will make an order for further proof, leaving it to the supreme court, to decide on its admissibility.

NOTE. From this judgment, an appeal was taken to the supreme court, and the cause was argued at the February term, 1817, by Mr. Gaston and Mr. Hopkinson for the appellants and claimants, and by Mr. Wirt, for the appellees and libellants. The court ordered that both parties be at liberty to produce further proof. [The Fortuna] 2 Wheat. [15 U. S.] 161. At the February term, 1818, it was submitted, without argument, upon the further proof, when the decrees of the courts below, were affirmed. The following points were decided: (1) That the cargo was British property, and even admitting the Fortuna to be Russian property (and there were many circumstances to maintain the suspicion that she was British property, or, at least, not owned as claimed), still, where a neutral ship-owner lends his name to cover a fraud, with regard to the cargo, that circumstance alone will subject the ship to condemnation. (2) That it is a relaxation of the rules of prize courts, to allow time for further proof, in a case where there has been concealment of material papers. *Id.*, 3 Wheat. [16 U. S.] 236-216.

¹ [Reported by John W. Brockenbrough, Esq.]

² [Affirmed in 3 Wheat. (16 U. S.) 236.]

³ The editor, not having access to the record in this case, which was decided in North Carolina, has adopted the statement published in [The Fortuna] 2 Wheat. [15 U. S.] 161. See note of the decision of the supreme court, at the end of this case.

⁴ "London, 18th November, 1813. Captain Henry Behrens,—As we have settled your ship's accounts, by paying you a balance of £206. 16s. 11d., up to November 13th, we now agree, that the arrangement made with Messrs. M. & J. Krause, when you were last at Riga, shall continue in force for the pending voyage, as far as relates to your pay and primage, and we agree to pay you a gratuity of £100 sterling, at the exchange current, whenever your voyage shall end; and, likewise, to allow you your cabin freight at the rate which the ship receives for her cargo. We have ordered Mr. J. F. Muhlenbruck, to supply you with the cash necessary for your expenses in the Havanna, when arrived out, which we beg may be as little as possible. And in case of your wanting any aid in Portsmouth, apply to Mr. Andrew Lindergreen, or in Plymouth, to Messrs. Fuge & Son, or in Falmouth, to Messrs. Fox & Son, who will supply you, on showing this letter. We desire that you will, with your ship Fortuna, as speedily as possible, join the West India convoy, now laying at Portsmouth, taking sailing instructions, and proceed with the same convoy to the Havanna, where you will apply to Mr. J. F. Muhlenbruck, at Messrs. Yehazo & Carricabura, merchants, there. You will receive, at the Havanna, Mr. J. F. Muhlenbruck's instructions, which you will follow implicitly. Mr. J. F. Muhlenbruck goes out to the Havanna, on board the Robert Bruce, or some other vessel in the convoy, if the Robert Bruce is too late. Should any accident befall him in the vessel, on board of which he goes, so that it is ascertained that Mr. J. F. Muhlenbruck cannot arrive at the Havanna, or if he

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should not be arrived there sixty days after you have arrived there, you will consult with Messrs. Yehazo & Carricabura, what is best to be done. Should the convoy be gone, on your arrival at Portsmouth, you are at liberty to follow it without convoy. Wishing you a good voyage, we remain, &c. (Signed) Bennett & Co. P. S. On your arrival at Leith, apply to Ogilvie & Patterson.”

⁵ “On the following conditions, have I given to Captain Henry Behrens, the command of the ship Fortuna, under Russian colours, lying, at present, in Riga. 1. Captain Behrens shall have 25 Alberts dollars, monthly wages. 2. The whole cabin freight has been allowed him. 3. He is to receive 5 per cent. primage. 4. Travelling expenses for the benefit of the vessel, as likewise, victualling expenses for the use of the ship in port, consistent with moderation, have been allowed to the captain. Captain Behrens, on his part, promises to watch the interest of his owner, in every respect, and do the best he can for the benefit of the vessel. For the fulfilment of the present contract. I bind myself by my signature. Riga, the 12th of August, 1813.

“Per Proc John Krause,
(Signed) “Schultz.”

⁶ Havanna, 24th March, 1814. Messrs. Bennett & Co., London—Gentlemen: I have the honour to refer you to my last letters, of 21st February, and the 1st of March, of which I have sent you, by different opportunities, triplicates. The first letter principally contained to request the favour of your opening me a credit in Jamaica, or Cadiz, to be able to settle the surplus of the amount already shipped, which may be left out of the proceeds of the outbound shipment, of the Robert Bruce. I hope that the above letter has reached you in time to grant me, as soon as possible, the favour, and beg to be convinced, that only the greatest necessity engages me to request it: not being able to draw on either England or America. I have now the greatest pleasure to inform you of the safe arrival of the Robert Bruce, James Chessel, master, under the protection of his majesty’s ship North Star, Captain Thomas Coe, from Jamaica. From Cork she sailed with convoy, consisting of his majesty’s ship Leviathan 74, Captain Adam Drummond, the Talbot, 20, Captain Spelman Swaine, and the Scorpion of 18 guns. Therefore, she has been the whole voyage under convoy and the insurers have to pay the full return of 6 per cent. The North Star, which sails to-morrow, takes all the ready vessels for Europe out to Bermuda; from thence another convoy will be granted to protect them to England, or at least as far as the latitude of Halifax. The Russian ship Fortuna, Captain Behrens, laden with 1520 boxes assorted sugars, bound to Riga, and for account and risk of Messrs. M. & J. Krause at that place, is ready to join this convoy. I enclose you invoice and bill of lading, which you will be pleased to forward with the first opportunity to the above friends. The captain, Behrens, has got instructions from me to tack, according to the prevailing winds, either in Leith or in the channel. By the present circumstances on the continent of Europe. Messrs.

M. & J. Krause may have been induced to send this cargo to a better market than it probably meets at Riga. Should they have given you any instructions concerning this vessel, the captain, Behrens, has orders to wait for your kind information in regard of the further destination, which orders from you I beg to send him as soon as you know at what port of the above mentioned he has arrived in England. Please to inform also Messrs. M. & J. Krause, that I have advanced here the captain 1332 dollars, 4 cents, for the use of ship Fortuna. Next week the cargo of the Robert Bruce will be all delivered, and I endeavour to procure the highest prices possible. The ozna-burgs will sell as well as the estopillas, but I am sorry you was not able to get more of the latter, and of a finer quality, being always the leading article of an assortment of linen. The prices of sugar are nearly the same, and the arrival of this convoy has brought them up 1/8 to 1/4 dollar higher. Coffee is lower, and I expect to buy and lay in good coffee at 10 to 12 dollars. Messrs. Hubberts, Taylor & Simpson inform me that I may not expect a convoy leaving Jamaica before the 30th of April. This same convoy can arrive here the 10th or 15th of May, and all possible exertion shall be made on my side to get the Robert Bruce laden before this time. I have till now not received an answer of Messrs. Hubberts, respecting the bills on London. Your kind letter of the 18th of December, I have duly received. I am happy that the sugars are bought within your limits, and wish to be as fortunate with those wanted for the Robert Bruce's cargo. I have the honour, &c. (Signed) J. F. Muhlenbruck."

⁷ "Havanna, 24th March, 1814. Messrs. M. & J. Krause, Riga,—With the present, I have the honour to send you the invoice, and bill of lading, of a cargo of sugars for your esteemed account, in the Fortuna, Captain H. Behrens. The ship could not take more than 1520 boxes, white, and 600, brown, with Campeachy wood, which was necessary for stowing: together, \$57,517.04; for which you will please give me credit. The sugars are of the new crop; bought at a moderate price, and of a very good quality. And I flatter myself you will be satisfied with the fulfilment of your kind commission. As there is a convoy leaving this place to-morrow, for Bermuda, I found it advisable for the Fortuna to join the same, and wish her a very quick and safe passage. Of the above documents, I shall send you duplicates, when I have the honour to write you again. The prices of Russian articles are, at present, raven's duck, \$16; canvass, \$42. Iron can only be sold with a loss, and in small quantities, as the price has fallen, &c. (Signed) J. F. Muhlenbruck."