

mence and run. For ourselves, we disguise not our admiration of her; we conceal not our affection for her. We have visited her, and we have found her sons our friends, our admirers, our disciples. We look towards her, and we see the day-spring of a glorious national existence arising within her bounds; and vain will be the effort to obscure its light. It *will* lead her in the path of success. If cast down, Antæus like, she will rise again—if overpowered, her throes and struggles will convulse her territory. Mexico will—she must be free: for the seeds of independence have already been scattered there upon the mountain and in the vale; they are now germinating; they *will* strike deep roots into the earth, for they are watered with the tears of oppressed millions;—they *will* flourish, till their strength shall laugh to scorn the fiercest blast of opposition; and then, beneath the serene and cloudless sky of liberty, they will grow a beauteous grove, whose shade shall refresh no heads but those of FREEMEN.

APPENDIX.

STATEMENT

OF THE

CLAIMS OF W. D. ROBINSON

UPON

THE SPANISH GOVERNMENT.

IN the year 1799, I visited the city of Caracas as a merchant, and presented letters of introduction to *Don Manuel Guevara de Vazconcelos*, captain-general of Venezuela, and to *Don Estevan Fernandez de Leon*, intendant thereof. They received me in the most friendly manner, and each offered me his assistance and protection so long as it suited my convenience to remain in the country.

At that period, the province of Venezuela was in a most deplorable condition. War existed between Great Britain and Spain; British cruizers blockaded all the ports; and intercourse with the mother country was almost wholly suspended. The inhabitants were deficient in clothing, and in many of the necessaries of life; the products of agriculture were rotting in the

warehouses; in fine, the want of external commerce had spread wretchedness and discontent through the province.

The intendant, knowing that I was a citizen of the United States, and judging, from the respectable manner in which I had been introduced to him, that I might be able to suggest some plan, by which, through the medium of neutral commerce, the evils that so seriously oppressed the province, might be remedied, treated me with particular confidence; and, after various conferences, proposed to sell me *forty thousand quintals of Varinas tobacco, belonging to the crown of Spain*, then deposited, as he stated, in the royal stores in various parts of the province. Many advantageous privileges, and flattering inducements to make the purchase, were held out to me by the intendant, provided I would engage to introduce into Venezuela, in a short time, certain articles which were then indispensably necessary for its welfare.

The magnitude of the undertaking, and the difficulty of executing it during the war then existing between England and Spain, were deliberately weighed; but, as I had commercial connexions, upon whose assistance I could confidently depend, I resolved on embarking in the speculation; and, accordingly, after several verbal and written discussions between myself and the intendant, all the essential and preparatory points being settled, on the 5th of September, 1799, *a contract was signed, by which the intendant, in the name, and by virtue of the special authority of his Catholic Majesty, sold me the whole of the Varinas tobacco then in the province, as well as the crops of the three following*

years. On my part, I was bound to pay for, and export, this tobacco within three years, in the mode prescribed by the stipulations of the contract. I was likewise bound to procure the house of the American consul at Curacoa, trading under the firm of *Phillips and Corser*, to become my securities for the due execution of the contract. This security was duly given, and the said house of Phillips and Corser likewise became parties interested in the contract.

The privileges secured to me, by the stipulated terms, were more ample than any that had ever before been conceded to a foreigner. The jealousy of the Spanish merchants at Caracas was, therefore, excited. Although these men were absolutely incapable of relieving the wants of the province, or his Catholic Majesty's treasury, yet their selfish and contracted dispositions would not allow them to view, without discontent, the probability that a foreigner might reap advantage from so extensive a commercial speculation. They adopted every possible expedient, through their agents at Cadiz, to prevent the contract from receiving the royal sanction. But their exertions were ineffectual; for, in a few months, the ratification of the contract by his Catholic Majesty was transmitted to the intendant; who was directed, at the same time, to afford me every possible facility in the execution of the same.

Another obstacle to the completion of the contract was created by the Marquis *Caso Yrujo*, then ambassador of Spain in the United States. The marquis had received letters, a long time previous to the formation of the contract into which I entered, from the intendant of Caracas, requesting him to take pre-

liminary measures with the merchants in the United States, relative to the disposal of the aforesaid tobacco; but reserving the ratification of those measures until they should receive his approbation. The marquis, in his zeal to promote the interests of his Catholic Majesty, entered into *absolute contracts* with the houses of John Craig of Philadelphia, and James Barry of Baltimore, in the month of July, 1799; and with the house of John Juhel and Co. of New York, in the month of August of the same year; whereby the tobacco was to be taken from Caracas to the United States, and thence to Holland and Hamburgh, *on account of the Spanish government, but to be covered as American property.* The correspondence on that subject between the Marquis Casa Yrujo and the intendant of Caracas, and the contracts formed by the marquis with the houses before-mentioned, were furnished me at Caracas, and I now possess authentic copies of all those singular documents. Without troubling the reader with a detailed account of these papers, I deem it necessary to observe, that, from the conditions of the contracts, his Catholic Majesty would have received *far less than one hundred thousand dollars* neat proceeds from the same quantity of tobacco, for which I have paid *upwards of eight hundred thousand dollars* into his treasury. This will not appear extraordinary to the mercantile world, when I state, that, according to the marquis's contracts, the houses before-mentioned were to receive as high as *twelve dollars*, and in no instance less than *ten and a half dollars* freight per barrel, for carrying this tobacco from Caracas to Europe. Insurance was to be effected on the property, and charged to the account

of his Catholic Majesty. Commissions were likewise to be allowed these houses, on the arrival of the tobacco in the United States; and commissions were to be paid to the agents sent out to Caracas to receive the tobacco. Certain privileges were also to be granted to the vessels employed in this business; and, in short, *the whole of his Catholic Majesty's tobacco would scarcely have sufficed to pay the freight and other charges which the marquis had generously guaranteed in his contracts!*

In virtue of these strange arrangements, the before-mentioned American houses actually despatched several ships and brigs to La Guayra, where they arrived just as I had concluded the contract with the intendant. Although the intendant at once perceived the very great difference, in favour of the royal treasury, between the engagements he had entered into with me, and those which the marquis had formed,—notwithstanding that personage had undertaken to make positive engagements without waiting for the intendant's approbation; yet it was with difficulty that I could persuade him to declare the whole of the marquis's contracts to be null and void. I understand that the marquis made loud complaints to his court, accompanied by heavy demands on the part of the individuals with whom he had contracted.

Having surmounted these obstacles, which had arisen in the early stages of the business, and having delivered to the intendant, in the latter part of the year 1799, and in the beginning of 1800, a considerable amount in those articles most needed by the province, I proceeded to the United States, and thence to London, Hamburgh, and Amsterdam, in order to make the

necessary arrangements for the speedy fulfilment of my engagements.

Having introductory letters to some respectable capitalists of those cities, and as the contract itself was a document calculated to command particular attention, from the circumstance of the good faith of the Spanish government being solemnly pledged to its faithful execution, I found no difficulty in obtaining the necessary capital. The house of John and Abram Atkins, of London, furnished two ships, with valuable cargoes, on the faith of the contract. Other houses, at Hamburg, Amsterdam, and Embden, likewise furnished cargoes to a great amount. Several houses in the United States also entered into similar arrangements with me.

The whole of this property was faithfully delivered, in the course of three or four years, to the royal treasury at Caracas, to the amount of nearly *nine hundred thousand dollars*, as is proved by the account current rendered to me by the ministers of the tobacco department in 1803, and by other official documents now in my possession. The merchandise thus delivered, consisted of the choicest articles that had ever been introduced into Spanish America: and the prices stipulated in the contract, for the said merchandise, were so moderate, as to enable the intendant to sell them to the inhabitants of the province at an immense profit. For the sale of these goods, the intendant appointed administrators, auditors, treasurers, &c.; in fact, he created a new department, under his sole patronage. But, notwithstanding that all the individuals employed therein did not lose sight of their own interests, yet the ultimate profit accruing to the royal treasury was very great.

While the revenue was thus in the receipt of above a million of dollars, and while the intendant was laying a foundation at court for future promotion and honours, in recompense for the great services he had rendered his Catholic Majesty's treasury, the tobacco contractors, and the foreign merchants who had so liberally supported them, became victims to his rapacity, ambition, and bad faith. Were the various instances of exaction and injustice practised by this man to be related, they would scarcely be deemed credible; but as I have all the documents necessary to establish the facts, I shall, at some future time, publish the extraordinary detail, in order that the mercantile world may see what acts of baseness can be perpetrated by the royal authorities in Spanish America, when foreign property unfortunately falls within their grasp.

There is, however, one circumstance in this business so peculiarly stamped with iniquity, that I must here briefly state it. It was mentioned in the contract, that *some* part of the forty thousand quintals of tobacco was partially injured by worms, but nevertheless I was to receive it, provided it was in a *merchantable state*. It was, however, expressly stipulated that the whole of the tobacco should be of *good quality* (*buena calidad*); and it was with that view that I procured an article to be inserted, which required that I should be furnished with the crops of the three years following the date of the contract, so as to complete the quantity of forty thousand quintals of "*buena calidad*." Indeed, when forming the contract, the idea never presented itself to my mind, that in a solemn engagement, for the performance of which the good faith and honour of a na-

tion were pledged, *rotten tobacco* would be offered to me in payment for so large an amount of money furnished to the royal treasury: but, to my utter astonishment, and to the ruin of myself and associates, such was the disgraceful fact: for when my agents at Puerto Cavello, at La Guayra, at Cumana, and at Guyana, received the tobacco, they found more than *four-fifths* of it, not in a state of partial deterioration, but *absolutely rotten and unmerchantable*. As soon as I was made acquainted with this fact, I entered a legal protest, and resisted the receipt of the worthless commodity. I remonstrated in strong terms with the intendant, and prayed he would pay me in some other produce of the country. My remonstrances were either disregarded, or, if answered, it was to inform me that *my language was too strong*; that his Catholic Majesty's authorities must be addressed by *supplication!* and, finally, I was informed, that *it was not convenient for the royal treasury to pay me in any other commodity than in the tobacco then existing, and that I must receive the whole of it, in whatever condition it might be found*. If my previous remonstrances were deemed too strong, they were now called *insulting*, because, unable longer to restrain my indignation at such outrageous injustice, I did not hesitate to accuse the intendant of conduct most palpably fraudulent. He continued to menace me, while I persevered in my accusations, until finally I commenced against him and his government a judicial process, under all the disadvantages and obstacles naturally attendant upon the claim of a foreigner placed in such a dilemma in Spanish America.

While this law-suit was in progress, I endeavoured to

prevail on the supercargoes, captains, and agents, not to receive any of the rotten tobacco, but to return to England and to the United States with the contract vessels in ballast. In some instances, my wishes were acceded to, and the vessels departed without any lading, after making the proper protests; but, generally, the parties preferred taking cargoes of the tobacco, in the hope that some portion of it would be saleable in Europe. The result was (as I had anticipated) that several of those cargoes sold at Hamburgh and Amsterdam for less than was sufficient to defray the expenses of freight and other incidental charges. The original capital furnished by the parties in Europe was not only all lost, but in some cases that loss was increased by the expenses amounting to more than the proceeds of the tobacco.

Thus were my associates and myself sacrificed: my credit was destroyed, my prospects in life blasted, and those who had confided in the honour of the Spanish government, and in my representations, seriously injured or entirely ruined, by the bad faith and iniquitous conduct of Don Estevan Fernandez de Leon, superintendent-general of his Catholic Majesty's province of Venezuela.

It is not easy to estimate the extent of such injuries, not merely as they affect the immediate interests of individuals, but as they regard the irreparable detriment they inflict on mercantile character; and it is in this latter point of view that the parties concerned can receive no adequate redress, even should the Spanish government refund every dollar of principal and interest which it has so unjustly and shamefully withheld for eighteen years.

To the preceding outline of the injuries received by me from the Spanish government up to the period at which I commenced legal proceedings against the Intendant, I have now to add a detail of outrages of a more flagrant nature, exercised towards my person as well as my interests.

In prosecuting the law-suit, I was impeded at every step by obstacles almost insurmountable. To those who are unacquainted with the formalities attending a Spanish law-suit, the arbitrary character of Spanish tribunals, and the enormous expenses of Spanish litigation, it is scarcely possible to convey an adequate idea of the difficulty of the task I had undertaken. It was necessary not only to contend against the intendant and the officers in the tobacco department, but against the whole phalanx of individuals within the sphere of their influence. My rightful demands were not only opposed by sophistry and falsehood, but I was even threatened with expulsion from the country, if I persisted in urging them. These threats were treated with scorn; and indeed, as I had been ruined in my interests, I was indifferent to personal outrage; more especially as I knew that the execution of such menaces would strengthen my case, when it should become necessary for me to implore the protection and interference of my government. I was perfectly aware, that by the treaty then existing between Spain and the United States, my rights were under its guardianship; and had I not produced a copy of that treaty, and insisted on the benefit of those stipulations whereby the courts of the respective nations were thrown open to the subjects of each in all cases of debt, demand, &c. I should certainly have been ordered out of the country. But the inten-

dant thenceforth became more cautious; and although at first he denied the existence of the treaty, alleging that the copy I presented was not genuine, yet he subsequently admitted its authenticity, and I was permitted to proceed with my suit against the royal treasury.

But the most important difficulty I had to contend against was a decree of the intendant, whereby he refused to admit in evidence any memorial or document relating to my demands, unless it was sanctioned by the signature of some respectable lawyer of the city. Some of those professional men declined affixing their names to my representations, because the arguments therein used, and the documents annexed, contained truths *fatal to the honour and reputation of the intendant, and injurious to the interests of the royal revenue*. They in general trembled at the idea of incurring the intendant's displeasure. But at length I succeeded in inducing some of the most distinguished lawyers in Caracas to examine my papers and to espouse my cause, particularly *Doctor Don José Mora*, a man renowned for his talents. My principal memorial in this affair, which was drawn up by Doctor Mora with great ability, and accompanied by all the proper documents, cost me the sum of *one thousand dollars* for his signature, as is proved by examining his charges at the foot of the memorial.

The representation in question was presented, with every legal requisite, to the intendant, on the 17th of January, 1804. The amount of my claims, for the violation of the contract, against the royal treasury, thus legally stated by Doctor Mora, was *five hundred and sixty-four thousand three hundred and twenty-seven dollars*. In my own statement, which I had previously

presented, on the 24th of September, 1803, to the intendant, my demand for balance of account and losses amounted to four hundred and sixty-four thousand two hundred dollars; but Doctor Mora augmented the sum by charging interest and damages, which I had omitted, and which, indeed, I would even then have very cheerfully relinquished, could I have been reimbursed the principal.

The reimbursement of a sum of such magnitude was not to be expected without a serious contest, more especially as it would have been an acknowledgment, on the part of the Spanish authorities, of their previous fraudulent conduct; but, nevertheless, neither the tribunal of the intendency, the director-general of the tobacco rents, nor the administrators of that department, ever attempted legally to invalidate a single item in the account presented, annexed to Doctor Mora's memorial. All they had to say, consisted in denouncing vengeance against the doctor, for having dared to sustain the demands of a stranger against the interests of the crown, and threatening me with expulsion from the country if I persisted in the law-suit. I persevered however, with an obstinacy which excited their alarm as well as displeasure, because I was gradually obtaining new proofs to sustain my original demands.

In the course of the year 1803, there arrived at Caracas a new intendant, to take the place of Don Estevan Fernandez de Leon, who was called to Madrid. This was a fortunate circumstance for me, because, had De Leon remained in office, I never could have obtained either originals or copies of various documents, which were important for the establishment of my claims; but

the new intendant, with a liberality (which I now feel great pleasure in stating) rarely to be met with among the Spanish authorities in America, gave an attentive ear to my remonstrances, and furnished me with authentic copies, from the archives of the intendency, of such papers as I solicited. He did not attempt to defend the conduct of his predecessor; but, on the contrary, so well convinced was he of the force and equity of my demands, and so sensible of the injuries I had received in my various transactions with his government, that while I was prosecuting my law-suit he shewed every disposition to render me justice, consistent with his duty to defend the interests of his sovereign.

Thus has the reader been presented with an account of but part of the accumulated and aggravated injuries which I received from the Spanish authorities in Venezuela. The recital ends not here. Indeed it would seem, that to enter into engagements with the Spanish government, was, as far as concerned myself, to become the victim of its perfidiousness and injustice. For, during the period when I was carrying on the operations of the tobacco contract, I was appointed by Edward Barry and Company, of the island of Trinidad, their sole agent in the management of certain important privileges which had been granted to them by the crown of Spain. This agency was of high importance to me, inasmuch as I became a partner with the said Barry and Company; and having suffered so seriously by the tobacco contract, and being uncertain as to the species of redress that would be ultimately afforded by his Catholic Majesty for the losses and injuries I had sustained, I was anxious to adopt any new operations in commerce that afforded a prospect of lessening my misfortunes.

Previous to the arrival of the intendant Arce, the government had recognised me as the agent of Barry and Company, and I was in a fair way of speedily retrieving some part of my recent losses. But between the captain-general and intendant there arose conflicting opinions about my residence in the country, and whether or not, as a stranger, I could enjoy the privileges which the king had granted to Edward Barry and Company. The result of the disputes between the two officers, was a suspension of Barry and Company's contract, until his Catholic Majesty should be consulted; of course all the arrangements I had made to carry the said contract into effect, were suddenly interrupted, thereby creating serious losses, and affording me new grounds of demand against the government, in addition to those which were pending on account of the tobacco contract.

On the 19th of September, 1803, I presented a memorial to the intendant, setting forth the injuries that would inevitably result to my interests and character, by the unjust and extraordinary decrees of the captain-general, as well as those of the intendency; and I demanded the immediate revocation of those decrees, or an indemnification for the losses I had sustained. The intendant and his assessor (legal adviser) were so well satisfied of the correctness of the facts set forth in the memorial just mentioned, and being desirous not to give me any new motives of complaint, that they promptly determined to grant me a liberal indemnity; and accordingly, on the 9th of November, 1803, the intendant passed a decree granting me some highly important privileges, particularly specifying that such privileges were granted me as an *indemnification* for the injuries

I had sustained by the suspension of Barry and Company's contract. This indemnity had no relation to my pending demands on account of the tobacco contract; but, as I feared it might hereafter be interpreted as a relinquishment of my claims, I requested and obtained from the intendant an express declaration to the contrary.

The most important point in this indemnity was, that the intendant agreed to sell me a large quantity of tobacco, at *five dollars per quintal*, in consequence of its being of *inferior quality*. This tobacco was exactly of the *same quality* as that which the intendant De Leon had compelled me to receive on account of the tobacco contract, at the rate of *seventeen, nineteen, and twenty dollars per quintal*, and indeed a large portion of that very tobacco which I had rejected, constituted a part of the present sale. I had then an indisputable and solemn *official acknowledgment of its deteriorated condition*, by its being valued by the royal authorities, and re-sold to me at *five dollars per quintal*.

This act of the new intendant was in itself of more value to me than all the privileges conceded to me in the indemnity in question, because it furnished me with an unequivocal and irresistible proof of *the extent of the fraud* which had been practised upon me by the intendant Leon, in having insisted on my receiving *worm-eaten tobacco*, at *seventeen, nineteen, and twenty dollars*, which was afterwards valued by the tobacco administration at *five dollars per quintal*. This circumstance, united with other considerations, induced me to be highly satisfied with the indemnity, inasmuch as it gave me a hope of not only repairing some of my losses, but of