

BRIG LOUISA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS,
TRANSMITTING A COPY OF THE CONCLUSIONS OF LAW AND
FACT IN THE FRENCH SPOILIATION CASES RELATING TO THE
BRIG LOUISA, BENJAMIN WHEELER, MASTER, AGAINST THE
UNITED STATES.

FEBRUARY 17, 1902.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS,
Washington, D. C., February 15, 1902.

SIR: Pursuant to the order of the Court of Claims I transmit herewith the conclusions of fact and of law, filed under the act of January 20, 1885, in the French spoliation claims set out in the annexed findings by the court relating to the vessel, brig *Louisa*, Benjamin Wheeler, master.

Respectfully,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

HON. DAVID B. HENDERSON,
Speaker of the House of Representatives.

[Court of Claims, French Spoiliations. (Act of January 20, 1886. 23 Stat. L., 283.) Vessel brig *Louisa*, Benjamin Wheeler, master.]

No. of case.	Claimant.
2588.	Charles R. Street, administrator of Richard Hubbell, jr., deceased, <i>v.</i> The United States.
	Richard Hubbell, administrator of Richard Hubbell, sr., deceased, <i>v.</i> The United States.
2586.	Fenelon Hubbell, administrator of Benjamin Wheeler, deceased, <i>v.</i> The United States.
658.	Harriet Sebor, administratrix of Jacob Sebor, deceased, <i>v.</i> The United States.
159.	Louisa A. Starkweather, administratrix of Richard S. Hallett, deceased, <i>v.</i> The United States.
2012.	Walter Bowne, administrator of Walter Bowne, deceased, <i>v.</i> The United States.
4670.	Leopold Mark, administrator of Louis Mark, deceased, surviving partner of firm of Leopold Mark & Co., <i>v.</i> The United States.

PRELIMINARY STATEMENT.

These cases were tried before the Court of Claims on the 25th day of April, 1901.

The claimants were represented by James Lowndes, William T. S. Curtis, and J. M. Wilson, esqs., and the United States, defendants, by the Attorney-General, through his assistants in the Department of Justice, Charles W. Russell and John W. Trainer, esqs., with whom was Assistant Attorney-General Louis A. Pradt.

CONCLUSIONS OF FACT.

The court, upon the evidence and considering the same with briefs of counsel on each side, determine the facts to be as follows:

I. The brig *Louisa*, Benjamin Wheeler, master, sailed on a commercial voyage on or about December 12, 1797, from Fairfield, Conn., bound to St. Bartholomew. While peacefully pursuing her said voyage she was seized on the high seas by the French privateer *Le Sans Pareil*, Capt. Jean Gillet, on or about December 31, 1797, and taken into Guadeloupe. The vessel and cargo were condemned. The grounds of condemnation were alleged irregularities in the ship's papers. The vessel was subsequently ransomed by the owners at a cost to them of \$1,755.50. The cargo was a total loss.

II. The *Louisa* was a duly registered vessel of the United States, of 95 $\frac{3}{5}$ tons burden, was built in Virginia in the year 1795, and was owned by Benjamin Wheeler, Richard Hubbell, sr., and Richard Hubbell, jr., in equal shares, all of whom were citizens of the United States.

III. The cargo of the *Louisa* at the time of capture consisted of provisions, cattle, etc., and was owned by said Richard Hubbell, sr., Richard Hubbell, jr., and Benjamin Wheeler in different proportions as hereinafter set forth.

IV. The losses by reason of the capture and condemnation of the *Louisa* were as follows:

The amount of ransom paid for vessel.....	\$1,755.50
The freight earnings.....	1,582.00
Value of cargo owned by Richard Hubbell, sr.....	1,015.40
Value of cargo owned by Richard Hubbell, jr.....	1,015.40
Value of cargo owned by Benjamin Wheeler.....	2,030.80
Premium of insurance paid.....	1,120.00

Amounting in all to..... 8,519.10

V. January 2, 1798, said Richard Hubbell & Son (Richard Hubbell, sr., and Richard Hubbell, jr.) insured said vessel in the office of Monson Hayt, in the sum of \$1,600, paying therefor a premium of \$448, by a policy underwritten by the following persons in the sums set opposite their names, viz:

Elting Peter.....	\$500
Wm. H. Pollock & Co.....	350
R. Yates & Pollock.....	350
Van Horn & Clarkson.....	400

Thereafter the said Hayt, as agent, duly paid the said assured the sum of \$1,560, as and for a total loss by reason of the premises, being the face of said policy less the customary abatement of 2 $\frac{1}{2}$ per cent.

VI. January 2, 1798, said Richard Hubbell & Son (Richard Hubbell, sr., and Richard Hubbell, jr.) insured their interests in said cargo in the office of Monson Hayt in the sum of \$2,400, paying therefor a premium of \$672, by a policy underwritten by the following persons, in the sums set opposite their names, viz:

Hallet, Bowne & Co.....	\$600
Jacob Mark & Co.....	500
Carlisle Pollock.....	500
Charles McEvers.....	300
D. Smith.....	500

Thereafter the said Hayt, as agent, duly paid the said assured the sum of \$2,340 as and for a total loss by reason of the premises, being the face of said policy less the customary abatement of 2 $\frac{1}{2}$ per cent.

VII. The losses to the different claimants by reason of said capture and condemnation of the *Louisa* were as follows:

Richard Hubbell, sr.:

One-third ransom paid for vessel.....	\$585.17
One-third value of freight earnings.....	527.33
Value of cargo owned by him.....	1,015.40
Premiums of insurance paid by him.....	650.00

Total loss.....	2,787.90
Less insurance received.....	1,950.00

Net loss..... 837.90

Richard Hubbell, jr.:

One-third ransom paid for vessel	\$585.17
One-third value of freight earnings	527.33
Value of cargo owned by him	1,015.40
Premium of insurance paid by him	660.00

Total loss	2,787.90
Less insurance received	1,950.00

Net loss	837.90
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Benjamin Wheeler:

One-third ransom paid for vessel	585.17
One-third value of freight earnings	527.33
Value of cargo owned by him	2,030.80

Total loss	3,143.30
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VIII. The claimants herein have produced letters of administration upon the estates of the parties for whom they appear, and have otherwise proved to the satisfaction of the court that the persons for whose estates they have filed claims are in fact the same persons who suffered loss by reason of the seizure and condemnation of the *Louisa*, as set forth in the preceding findings.

Said claims were not embraced in the convention between the United States and the Republic of France concluded on the 30th day of April, 1803. They were not claims growing out of the acts of France allowed and paid in whole or in part under the provisions of the treaty between the United States and Spain concluded on the 22d of February, 1819, and were not allowed in whole or in part under the provisions of the treaty between the United States and France of July 4, 1831.

The claimants, in their representative capacity, are the owners of said claims, which have never been assigned except as aforesaid.

CONCLUSIONS OF LAW.

The court decides, as conclusions of law, that said seizure and condemnation were illegal and the owners and insurers had valid claims of indemnity therefor upon the French Government prior to the ratification of the convention between the United States and the French Republic, concluded on the 30th day of September, 1800; that said claims were relinquished to France by the Government of the United States by said treaty in part consideration of the relinquishment of certain national claims of France against the United States, and that the claimants are entitled to the following sums from the United States:

Charles R. Street, administrator of Richard Hubbell, jr., eight hundred and thirty-seven dollars and ninety cents	\$837.90
Richard Hubbell, administrator of Richard Hubbell, sr., eight hundred and thirty-seven dollars and ninety cents	837.90
Fenelon Hubbell, administrator of Benjamin Wheeler, three thousand one hundred and forty-three dollars and thirty cents	3,143.30
Louisa A. Starkweather, administratrix of R. S. Hallett, two hundred and ninety-two dollars and fifty cents	292.50
Walter Bowne, administrator of Walter Bowne, two hundred and ninety-two dollars and fifty cents	292.50
Leopold Mark, administrator of Louis Mark, four hundred and eighty-seven dollars and fifty cents	487.50

Total	5,891.60
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Harriet Sebor, administratrix of Jacob Sebor, has proved no valid claim.

BY THE COURT.

Filed October 28, 1901.

A true copy.

Test this 15th day of February, A. D. 1902.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

