Executive Council.

Tuesday 24th. January 1871.

Present:
H.E. Governor Colonel D'Arcy.
The Honble. E.R. Griffiths Esqre.
" " H. Byng Esqre.
" " H. N. Watts Esqre. M.D.

The Council met pursuant to summons.

The Minutes of the last Meeting were read and confirmed.

The Governor addressed the Meeting as follows.

"I have been for some days desirous that the mail should depart in order to consult with you in reference to the sudden collapse of private charity in this settlement, and the consequent necessity that devolves on this colonial Government to consider how our indigent poor are to be provided for.

Governor Robinson told me on arrival that there were no poor in Stanley, that he had not been asked for a 6d. during the four years of his term of Government, indeed I inferred from his conversation that such a satisfactory state of things had been the chronic state of society since the formation of the colony in 1842, I confess I was very sorry to learn soon afterwards that the time had at last arrived when it becomes necessary to deal with this unforeseen

unforeseen and embarrassing difficulty.

The simple question now before us is how are we to maintain our indigent poor? — a case in point is now before us — a paralyzed Man, one Clayton a Sealer, has been maintained by the charity of his comrades for a period of eighteen months, at last the supplies failed, the Man was in the deepest distress, not only for attendance but for food and shelter; by the assistance of the Colonial Secretary and Surgeon, I was obliged some ten days ago to improvise a Colonial Infirmary by receiving him into a Government cottage and hiring an Attendant

It is likely that before very long other cases will be developed — I am inclined to call a general meeting of the Inhabitants, and put it to them openly, that it is their duty, and not that of the Government to support their own poor, either by a rate levied and a municipality formed, or by private subscription, five shillings a year from each Inhabitant would amply support a workhouse or infirmary, and a committee from the Subscribers might at once be formed to carry out the details of the measure, the Government assisting perhaps as far as placing a house at their disposal rent free. 5/

There

There is another trouble also staring us in the face, and that is the alarming increase of Lunatics, but this is met in a great measure by their friends coming forward in a monetary sense, and hereafter the Government may in loco parentis very well devote two wards in the new gaol to these poor creatures, at present we have no less than three in charge, Mrs. Parry, Andrés Petaluga, and Mrs. Gleadell.

Before taking any decided steps to meet these necessities, I very much wish to ask your advice, as from long residence in Stanley you are all so well qualified to give it!

The Members after considerable discussion agreed with His Excellency that it would be better to put up a notice on the board informing the Inhabitants of the Governors intention to raise a tax for the support of the indigent poor and Lunatics.

The Governor then read to the Council a letter from Mr. Dean respecting the estate of Mr. W. H. Smyley, in which Mr. Dean asked the Governor to name a day when it would be convenient for the board to assemble to discuss this matter; after some discussion His Excellency suggested the Council should assemble for the purpose of hearing of the appeal, after the

arrival

arrival of Captain Sceales's vessel
which was daily expected.

The Governor adjourned
the Council sine die.

M. Gallwey Hurst.
Actg Clerk to the Council.

Executive Council.

Friday 14th April 1871.

Present:
H. E. Governor D'Arcy
The Hon^ble E. R. Griffiths Esq^re
" " H. N. Watts Esq^re

The Council met pursuant to summons.

The minutes of the last Meeting were read and confirmed.

The Governor addressed the Council as follows.

"Before we approach the business of the day, I wish the Clerk to read to you a memorial I received in opposition to the proposed poor rate, and my answer thereto, on a future occasion I hope to bring the question forward.

I make a note here for the information of the board that I have given Mr. Byrn leave from the Council in consideration of his having to close his accounts previous to leave of absence to England".

Mrs Fox's petition read.
Mr. Bull's petition read
Letter from Mr. Bull read

"I open my minute by reading Messrs Dean & Bailey's application moving the Court to proceed with the appeal.

Now I will read Mr. Bull's memorial suggesting that we lean on our interim judgment of the 6th "

6th. September; unless the Court votes to the contrary, I am of opinion that our leaving the matter in abeyance is the wisest course to adopt, and in accordance with justice to all parties, and this necessity I would suggest we first discuss and vote upon, so as to be spared going into matters of detail, so inexpedient for obvious reasons.

In the event of the Board not agreeing with me, and you think it necessary to proceed in the appeal, then I have another minute with which to open our proceedings."

The Court were of opinion that the interim judgment cannot stand, inasmuch that it was a compromise made some six months ago, by the mutual consent of Appellants and Respondents, whereas now the Respondents have moved the Court to proceed, and give the Appellant occasion to show why the agreement made by him should not stand.

The Governor then read his minute.

"As the Colonial Surgeon has only lately taken his seat, it becomes necessary for me as President somewhat to reopen the case.

Under the 9th & 10th clauses of the Administration of Justice Ordinance

Ordinance, the Council is convened to hear an appeal from a decision of the Magistrate's Court by which the petition of Mrs. Ann Elizabeth Goss was rejected under the 9th and 10th clauses.

The late Captain Smyley, an American citizen carried on business transactions with Mr. Goss over a number of years, without any systematic attempt at book keeping.

Captain Smyley died intestate early in 1868, and attempts were soon made to see how his estate stood with Mr. Goss

Mr. Cobb, the Manager of the Falkland Islands Company was appointed to audit the accounts, but before the balance sheet could be accepted, Goss also died in September of the same year.

In January 1869, the Revd. Mr. Bull, was appointed Administrator by the Court of Ordinary to Goss's estate, after negociation with the Respondents Messrs. Dean and Bailey in this case, he signed an agreement a copy of which is now before this Court, to pay on behalf of Goss estate to the estate of Smyley, a much larger sum, than the balance found in Mr. Cobb's audit, however under that agreement he signed a bond to pay some £2645

£ 2,645.

In

£2645, of which he paid £845 to Dean and Bailey.

In April 1869 a new Commercial Agent of the United States Government, Wm. Powell, at this post was appointed in June or July, and he claimed the administration of the Smyley estate, but it seems evident that the action of the Commercial Agent of the United States caused Wm. Bull to withold payment of any further sums of money from the estate of Goss to that of Smyley.

In the meantime Wm. Bull discovers that the agreement he entered into was in effect to pay more, than was in his opinion legally owing, as the Representatives of Smyley took no action against him, Wm. Bull pays the money, (and swears in his affidavit and that of his Manager in the business Mr. Turner to be owing from Goss to Smyley) to the Commercial Agent of the United States in December 2nd 1869, and receives under his seal a receipt in full of all demands.

Meantime the Respondents Messrs Dean and Bailey having applied to Wm. Bull for the monies under the agreement, Wm. Goss filed a petition in the Court below, to the effect that Wm. Bull had no power to make the agreement he had done on the 30th of January 1869 — that

the

the sum expressed in that agreement was not owing to the estate of Captain Smyley by her deceased Husband, and that what was owing had been duly paid to the alleged proper party, the Commercial Agent of the United States!

Her petition filed early in 1870, could not be heard until August 1870, when Mrs. Goss was heard in the Court below by Mr. Bull her acting Attorney, when her petition was dismissed, and the agreement held to be binding.

Against this decision Mrs. Goss is now represented by Mr. Bull as her Attorney, in her appeal to us, we must now keep the three points of this petition before our minds.

1st — Mrs. Goss alleges that Mr. Bull had no power to agree to pay more of her money than could be legally proved to be owing.

2nd — That the sum expressed in the agreement was never owing.

3rd — That what was owing was settled for by payment to the Consular officer of the United States.

If we dismiss the appeal and declare the agreement binding on Goss' estate confirming the decision of the Court below, questions of accounts, if I read the

the agreement right must be settled by arbitration, as the arbitration clause is part and parcel of the agreement.

In this case it is for our Legal Member to advise the Court who is to arbitrate, I take it, a question of accounts scarcely comes within the scope of this Court — this step would be far preferable to an appeal to the Queen in Council involving an expense of at least £400 to both Estates."

£ 400

The Court then deliberated, and Mr. Griffiths was of opinion that a compromise might be resorted to, saving thereby recriminations which are sure to follow, if opening statements and evidence are taken in open Court.

Mr. Dean was introduced, and requested to inform the Court why he refused arbitration under the agreement, he replied that as Mr. Bull had not complied with the first clause, in fact had not paid for two years the instalments due, he Mr. Dean did not feel it incumbent on him now to comply with Mr. Bulls suggestion of arbitration; but to meet the wishes of the Court he made a suggestive compromise to the following effect, and to this his colleague Mr. Bailey eventually agreed

that

that if Mr. Bull on the part of Messrs Gop will agree to pay the interest now due under the bond, the payment of the instalment of the principal now due shall commence on the 1st of July next, payable according to the agreement with interest and bonus.

The deed to stand — the insurance of the Eagle Buildings to be continued according to the agreement, and the appeal waived, and a declaration given into the Court that the Estate of the late J. N. Gop is solvent, they Messrs. Dean and Bailey will be satisfied.

It was then agreed by the Court that this concession should be forwarded by letter to Mr. Bull; it being half past five the Court adjourned till 12 o'clock to-morrow Saturday the 15th instant.

M. Galloway Hurst.
Acting Clerk to the Council.

Executive Council.

Saturday. 15th. April 1871.

Present:
H. E. Governor Colonel D'Arcy
The Hon.ble E. R. Griffiths Esqre.
" " H. N. Watts Esqre.

The Council met pursuant to adjournment.

The Minutes of the last Meeting were read and confirmed.

The Governor then requested the Clerk to read Mr. Bull's answer = Read accordingly, and placed on the records of the Court.

It being found impossible to effect an arbitration, the Court was opened, and Mr. Bull as Attorney for Mr. Goss read his opening statement = Messrs. Dean and Bailey, and Mr. Benney being present; the Court was then cleared by the President, and it was agreed nem: con: that the document was inadmissable, and Mr. Bull was requested to deliver orally a statement on Monday next, showing cause why the agreement should not stand, but avoiding historic details of the case, which running as they did in his written statement over three years reflected on Members of the Community, who are necessarily

mixed

mixed up in this case.

The Council then adjourned till Monday the 17th inst. at 12, o'clock.

M. Galtrey Hurst.
Acting Clerk to the Council.

then follows

Executive Council.

Monday 17th April 1871.

Present.
H.E. Governor Colonel D'Arcy.
The Hon^ble E. R. Griffiths Esq^re
" " H. N. Watts Esq^re "

The Council met pursuant to adjournment.

The minutes of the last Meeting were read and confirmed.

The Court opened by calling upon Mr. Bull to state what were his reasons why the agreement sanctioned by the Court below should not stand.

Mr. Bull addressed the Court at length, his reasons are embodied as follows. ——

In re Goss v. Dean & Bailey Appeal.

Appellant urges that the agreement of Reverend C. Bull should be set aside, and Smyley's Estate left to their usual remedy on the following grounds, that:——

1st. That the Admor: with Will annexed had no power to bind her Husband's Estate to pay more than the amount actually due or could be proved to be due.

2nd " That the Admor: had no power to compromise a debt by the promise of paying any larger sum instead

of

of a smaller amount.
3rd" That the Agreement is void on the face of it because it sets forth that no regular accounts were kept but a regular systematic account has been kept between Goss and Smyley.
4th" The Agreement is void on the face of it by the usury laws which are still in force in this Colony as it provides for the payment of 36 per cent per annum in one instance even although landed property is given as security for the debt — this question has been decided only lately in England "Tyler v Yates".
36%
5th" That the Agreement was entered into by mistake by the Administrator the amount was put down relying on the correctness of Mr. Cobb's audit, that audit was incorrect, as proved by Mr. Turner's and Mr. Bull's affidavit in Court.
6th" The agreement is void as made to Messrs. Dean and Bailey as Administrators as the Statute of Charles II. requires such Administrators to enter into Bond which they never did, and their Administration also closed before the first instalment under the Agreement was due and they had passed their accounts and taken their commission.
7th" That the Estate of Smyley properly devolved therefore on the Commercial Agent Joseph Powell Esqre who settled with Admor: with Will annexed and gave a full discharge under his

official

official seal which closed the affair in this Colony.

8th " If Mr. Powell exceeded his powers an action will lie against him under Act of Congress of 1866.

9th " That Mr. Powell may at the present moment be made accountable for his action in this matter and until the steps taken by the American Government or by Mrs. Smyley are communicated here the case ought to be held in suspense.

Mr. Bull was then asked the following questions by the Court:

How long after you signed the deed, did you find the audit incorrect?

Answer. — Some months.

What were your reasons for not continuing your instalments to the Respondents?

Answer. I conceived that Messrs. Dean and Bailey's functions had ceased as Administrators; and that the Consul was the proper officer to receive the instalments agreeable to a notice to that effect affixed on the Gazette board.

Question. You say that you called in question Mr. Cobb's audit, on Richard Goss' return from the Lighthouse, how old was Richard Goss at that time?

Mr. Benney answered for Mr. Bull that Richard Goss was a lad about 15 on that occasion.

Question. Altogether since July 1866,

Goss

£.
3,708.

Goss and his estate had paid to the Smyley estate a matter of £3,708?
Answered by Mr. Dean — The items as far as my memory serves are —

£	s.	d
395	0	0
472	10	"
236	15	8
66	13	"
making £1170	17	8

Question to Mr. Dean. What are your grounds for supposing that the sum of £236 odd, paid by Mr. Bull to the Consul, has not been paid over to Mrs. Smyley?
Answer. Because I directed Mrs. Smyley through Messrs. De Forest not to receive the money through so irregular a channel.

Some desultory conversation now ensued, after which on Mr. Bull being asked if he had other reasons to advance why the agreement should not hold, and on this replying in the negative, Mr. Dean was requested to take the seat at the end of the table, and reply to Mr. Bull's arguments, whereupon this gentleman requested an adjournment to prepare his reply, but he requested to be furnished with a copy of Mr. Bull's reasons, ten in number for setting aside the agreement. The Clerk was directed by the President to furnish one accordingly. The Court was adjourned

adjourned till Wednesday the 19th inst. at 12, o'clock a. m. to hear the arguments of Messrs. Dean and Bailey.

M. Galloway Hurst:
Acting Clerk to the Council.

Executive Council.

Wednesday 19th April 1871.

Present:
His Excellency Colonel D'Arcy, Governor.
The Hon^ble E. R. Griffiths Esq^re
" " H. N. Watts Esq^re

The Council met pursuant to adjournment The Minutes of the last Meeting were read and confirmed.

Mr. Dean proceeded to address the Court.

He commenced by proving to the Court that when he first moved in the Smyley estate, it was as an Administrator and not as Vice Consular Agent, and by the United States Regulations he also proved that their Consuls are expressly ordered that in the event of Administrators under local jurisdiction claiming the management of intestate estates, Consuls are to waive all participation

It came out here in cross examination from the Court that the time was two months, and not six; between Mr. Lowell's arrival in the Colony, and the date when he gave notice on the board that he was the proper authority to receive all debts due to the estate of Smyley.

Mr. Dean then proceeded to give his reasons in answer to Mr. Bell's technical objections to the agreement as follows—

Before

Before the Governor in Council 19th. April 1871. In re the Estates Smyley and Goss Bailey and Dean V. Bull.

" Before addressing the Honorable Executive Council as the Respondents in this case; it becomes our duty to ascertain whether the original Agreement of 30th. January 1869 in dispute, produced the day before yesterday amongst papers left by Mr. Powell is correct, and that it be compared with the Notarial copy in the possession of the Respondents together with the Notarial Entry and paid Agreement in the Notary Public's office; — as it was agreed by all parties that only certified copies should be issued from the Court to persons whom the said Agreement concerned

The Respondents make answer to the Appellants' first reason for setting aside the Agreement of 30th. January 1869. as follows. — viz: —

1st. That it lies with Mr. Bill to prove that he has promised to pay more than is due the Estate of the late W. H. Smyley Esqre. under the Agreement of 30th. January 1869.

2nd. Mr. Bull never promised to pay more than was due, — it is less, as he was well aware of at the time of his making, and signing the Agreement, than the debt proved to him, by us, by Invoices, papers and documents then laid before him.

(3.)

3. The Book of Accounts was produced at the same time, it was Mr. Bull himself who did not consider the book produced a regular systematic way of keeping accounts — to prove this to be the case we at the time of looking over the Sandy Point account, remarked that owing to the erasures Tc. in it, that it never would stand in a Court of Law, therefore by mutual consent it was never considered or made a part of the compromised debt signed for in the agreement of 30th January 1869.

36% 4. We never claimed 36% interest at any time, Mr. Bull objected to pay interest, but agreed to pay a <u>certain bonus</u> which does not come under the <u>Act</u> cited by him.

5th " We contend that Mr. Cobb's audit is correct, and are in a position to prove it, the only error that can appear must be in working up the different exchanges, — Again the audit was signed E. O. E — and it was therefore Mr. Bull's duty to look into the Audit, previous to signing any documents as Admor: to Cox's Estate.

6th " The Respondents being Officers of the Magistrate's Court the bonds were not enforced, as the Court itself was responsible for their acts, it has always been considered so in the United States.

7th " Mr. Powell denies this and by a sort of Protest made by him and attested by Mr. Turpin by letter of October

October 5th" 1870, and 15th" October 1870.
8th" We have nothing to do with Mr"
Powell's acts, whether he did right or
wrong it does not effect the Agreement
in any way, as we never considered
Mr" Powell had any right to interfere
in this matter. —
9th" Mr" Powell may possibly be brought
to account for the active part he has
taken in the case of Bailey and Dean
v. Bull, but cannot be sued by Mrs
Smyley for monies which she never
can recognize his right to collect,
we are and always have been considered
and known as Mrs" Smyley's
representatives here, in settling her
late husband's affairs, and no one
else in this Colony could give a legal
receipt but ourselves / which was well
known to Mr" Bull whatever he now
may say to the contrary — Mr" Powell's
receipt to Mr" Bull is illegal"

Mr" Dean then read letters from Mr"
Powell dated a few days before his
departure tending to show that he
repudiated his own action in this case,
when he moved this Court in
September last.

The Court was then cleared for
deliberation —

The Governor then suggested to the
Court that inasmuch as Mr" Bull
had completely failed in showing
cause why the agreement should be
set aside, the document must be
upheld

upheld intact in all its clauses, that questions of accounts in dispute must be settled by the arbitration clause, however keeping in mind the difficulty of obtdining a fair and equitable arbitration in so small a community, the Governor suggests that it be held in London, and all documents, and books of accounts be transmitted to Mr. Dean Senior, of Stoke Lodge, Stoke Newington on the one side, and to Messrs. Henry. S. King and Co. of 65 Cornhill, London, on the other side, and the proven debt to carry 5 per cent per annum, and whatever shall then appear to be due shall be the final settlement of the matter, both parties strictly abiding by such arbitration, and in so ordering he conceives that the Court is acting as "order and justice seem to require."

5%

At this hour 3, o'clock the Council agreed to the Governor's proposition to adjourn, and take into consideration the Governors proposition.

The Council adjourned accordingly sine die.

M. Gallwey Hurst.
Acting Clerk to the Council.

Executive Council.

Saturday. 22nd of April 1871.

Present:
His Excellency Colonel D'Arcy, Governor
The Hon^ble E. R. Griffiths Esq^re
" " H. N. Watts Esq^re M.D.

The Council met pursuant to summons. The Minutes of the last Meeting were read and confirmed.

The Council discussed the Governor's proposition of arbitration in London in all its bearings, and ultimately came to the decision that it would be more within the scope of their jurisdiction to confine themselves to ordering the arbitration, as a part and parcel of the agreement, which they confirm nem: con: conceiving it is quite within the functions of the Court below to carry out all matters of detail.

It now becomes necessary to recapitulate that in the appeal of Ann. Elizabeth Goss to the Governor in Executive Council dated August 10th 1870, against a decision of the Magistrate's Court in reference to the case of A. E. Goss to set aside an agreement between the Rev^d C. Bull, Administrator to the estate with will annexed of her late Husband J. N. Goss; and Arthur Bailey and George. M. Dean Esquires Administrators, to the estate of W. H. Smyley Esq^re deceased; after mature consideration

consideration of several days the following order was agreed to, and unanimously adopted and embodied accordingly in the following letter addressed to the Chairman of the Court below.

Government office.
Stanley. 22nd April 1871.

Honourable Sir,

The Council having taken into mature consideration the within petition, and all documents which accompanied the same, are of opinion that Appellant has failed to show cause why the agreement dated 30th January 1869, and confirmed by your Honourable Court below should not stand good.

2 Concurring as the Court does in the validity of the agreement they rule that it should be held intact.

3. The Court above thereupon orders arbitration upon the agreement, under the second clause.

I have &c
&c G. D'Arcy.
Governor
President of the Executive Council.

To the
Honourable
E. R. Griffiths Esqre
Chairman of the Magistrate's Court.

&c &c &c

The Council adjourned accordingly sine die.

M. Galloway Hurst.
Acting Clerk to the Council.

Executive Council.

Wednesday 26th April 1871.

Present:
His Excellency Colonel D'Arcy Governor.
The Honble E. R. Griffiths Esqre
" " H. N. Watts Esqre M.D.

The Council met pursuant to summons. The Minutes of the last Meeting were read and confirmed.

The Governor then said.

"In a recent speech made by Lord Mayo to the Chiefs and Princes of Rajpootana, I was much struck by the forcible way he spoke on the propriety of their maintaining their indigent aged, sick poor.

If this necessity was so emphatically urged on a semi-civilized community, how much the more is it essential here in a British Colony gradually but surely becoming of more importance each year as the out Islands are taken up for pastoral purposes.

The Clerk read to you the correspondence that passed between me and the people last Month - I must confess that it appears to me they have not put forward one good reason against the measure, and I am inclined to proceed towards framing a short Ordinance establishing a Municipality for

for the purpose, yet again if Members of the Legislative Council are against it, nothing is to be gained by proceeding further — may I ask your advice."

And His Excellency then dwelt on the fact that if the Natives of a semi-civilized state ~~are~~ in the present advanced age compelled to support their own indigent poor, how much the more ought a civilized community like that of Stanley to do so —

Mr. Griffiths and Dr. Watts after considering every means of supporting the indigent poor of the settlement, are obliged to come to the conclusion that all expedients and suggestions having failed, it has become necessary to pass an Ordinance to make a rate on the property for their support.

The Council adjourned sine die.

M. Galloway Hurst.
Acting Clerk to the Council.

Government Office.
Stanley 3rd May 1871.

Sir,

I am directed by the Governor in Council to acknowledge the receipt of your letter of May 2nd, and in reply I have the honour to inform you that the Board after mature consideration, do not consider the information you have furnished them sufficient to warrant an alteration in their Judgement.

I have &c
&c M.G.Hurst.
Acting Clerk of the Council.

The Revd Mr. Bulb.
Colonial Chaplain.
&c &c &c

The Council adjourned sine die.

M.Galloway Hurst.
Act.g Clerk of the Council.

Executive Council.

Monday. 20th November 1871.

Present. —

His Excellency Colonel D'Arcy.
The Honorable E. R. Griffiths Esqre
The Honorable H. N. Watts Esqre M. D.

The Council met pursuant to summons. The Minutes of the last Meeting being read and confirmed, the Governor then said:—

" I have requested your attendance this morning to propose bestowing on the Messrs Waldron of Port Howard, a parchment with the Colonial seal attached, engrossing thereon the thanks of the Board for the prompt, cheerful aid rendered to the shipwrecked crew of the "Lotus" under the following circumstances:

On the morning of Monday the 2nd of October, at 1. A. M. the "Lotus" in endeavouring to make a passage through the Tamar pass, West Falkland, became in five minutes a total wreck, the wind having failed at a critical moment, the swell from the northward set her on a rock, the crew and Passengers, landed with difficulty in boats,

saving

saving only their lives, demoralized by the sudden calamity, instead of keeping in a body, lighting a fire, and sending in the strongest to Port Purvis, or Port Howard, they straggled over the Country, every Man for himself, this want of presence of mind was the cause of a loss of life; during the Monday twelve Men arrived at Mr. Waldron's house at Port Howard, who immediately despatched all his horsemen to guide the Stragglers, on Tuesday sixteen Men arrived. On the Thursday Mr. Waldron's mounted Gaucho's found one poor sickly Sailor, quite a youth, in a state of complete exhaustion, lying under a rock, a little brandy revived him, and he was able by their assistance to reach Mr. Waldron's house that evening, but for the timely assistance this poor Man must have perished, indeed — one sea-faring Man Forsyth well known to the settlement has never been found. For the best part of a week Mr. Waldron maintained the Party, some twenty seven, and all speak gratefully of his kindness on this sad occasion. I should also mention that he gave the poor Sailor who died on the cliff, decent burial at some expense, and considerable trouble.

It is now for us to place on record our sense of this benevolence, according to custom, and in the following lines, if they meet with your approval

approval

"The thanks of the Governor
in Executive Council are hereby presented
to the Messieurs. Waldron, for the
effectual aid, and great hospitality
rendered to the numerous passengers and
Crew of the "Lotus" who were
shipwrecked in the Tamar pass,
on the morning of Monday,
October 2nd 1871."

M.G.H.
M.G.H.
M.G.H.

These interlineations were made in this Minute by order of the Governor.
M.G.H.

Mr. Griffiths seconded the Governor's motion that the thanks of the Governor in Council be given to the Messieurs Waldron, of Port Howard, for the prompt, and cheerful aid rendered by them, to the shipwrecked crew of the "Lotus", and the Clerk was then directed by His Excellency to draw out the engrossed Parchment containing the thanks of the Council.

The Council adjourned sine die.

M. Gallwey Hurst.
Acting Clerk to the Council.

Copies of the Minutes of the Executive Council from the 24th January 1871, to the 20th November 1871, were sent home in Governor D'Arcy's Despatch to Earl Kimberley No. 71. of the 21st December 1871, by the "Foam" on the 1st January 1872.

M.G.H.

K32

1872.

Executive Council.

Monday. 1st January 1872.

Present.

His Excellency Colonel D'Arcy. Governor
The Honourable H. Byng Esqre.
The Honourable H. N. Watts Esqre. } Members

The Council met pursuant to summons.

The Minutes of the last preceding Meeting were read and confirmed.

Mr. Griffiths having applied to His Excellency the Governor for leave of absence to return to England, on the ground of ill health, that Gentleman's application for leave of absence was considered. A medical certificate having been produced, six months leave of absence with six weeks full pay was granted.

The Council then adjourned sine die.

M. Gallwey Hurst
Actg Clerk to the Council

Executive Council.

Tuesday. 12th March 1872.

Present:—
His Excellency Colonel D'Arcy. Governor.
The Honourable Henry Byng Esqre.
The Honourable Charles. C. Turpin Esqre.

The Council met pursuant to summons.

The Minutes of the last Meeting were read and confirmed

The Oath of office administered to Charles C. Turpin Esqre as Member of Council

His Excellency the Governor then said

"We have met to-day to award the Salvage to the Master of the "Felis" who found seventeen (17) casks of wine on the Saisons supposed to have been part of a cargo belonging to the wrecked ship "Mary Davidson" alias "Mary Livingstone"

This is the first occasion of the working of the system under the Wreck and Salvage Ordinance, and I would impress upon you the necessity of dealing liberally with the Salvees, so as to prove to them, that it is in their interests as well as the

Underwriters

Underwriters, that the Government have legally stepped in to insure a fair sale, after the period of a year, so giving full time to the Owners or Underwriters to claim their recovered property — in this case, it is all in wine, likely to deteriorate; the casks being leaky, consequently a board of survey recommended a sale by auction, the sale realized £ 45 " 14 " 0., I move that we award fifty per cent (50%) to the Salvors."

Carried nemine contradicente that the Master receive fifty per cent (50%) on the sale.

After which the Council adjourned sine die. —

N. Galloway Jurst A.
Act.g Clerk to the Council.

Executive Council

Monday 25th March 1872

Present

H.E. Colonel D'Arcy Governor
The Hon. H Byng Edye
H Watts "

The Council met pursuant to summons -

The Minutes of the last Meeting were read and confirmed -

The Council assembled to award the Salvage to the Master of the Schooner "Sea Shell" for having saved in the Saxon Bay nine casks of Wine belonging to the Ship "Mary Davidson" of Aberdeen -

The Members unanimously agreed with H.E. the Governor that the Master shall receive fifty per cent on the sale, and his Affidavit which was read by the Clerk placed amongst the Council papers -

50 p/c

The Council then adjourned sine die

/signed/ M Hart
Act Clerk to the Council -