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美国政府解密档案(中国关系)

# 美国驻中国澳门领事馆领事报告 (1849-1869)

Despatches from U.S. Consuls in Macao, China,  
1849-1869

广西师范大学出版社 组织整理

弘侠 提要

下

Recd Aug 9  
1869

Mr Seward

Consul of the United States of America,  
Macao, May 8, 1869.

Sir:

Referring to despatch No. 25, of the year 1861,  
and its Enclosures, addressed to the Department by  
my predecessor, I now beg to recall the attention  
of the Honorable Secretary to the representations therein  
set forth touching the case of the seizure and seques-  
tration of the American Ship, "Comma", by the au-  
thorities of this Colony. The case has been so fully  
and lucidly presented in the documents re-  
ferred to, extending from the inception thereof, in  
November, 1858, to the present status of the same,  
that I deem it needless for me to attempt a re-  
sumé. Such an attempt is the more un-called for.

To the Honorable William H. Seward,

Secretary of State for the United States,  
Washington, D. C.

(Enclosure 1861) are  
clerical & foreign  
not to be taken from the  
the partition report

Seizure & c  
of ship "Comma"

Reference to  
former dispatch

as the Decision of the Supreme Court of Coa,  
and the "Award of Umpire" had thereafter (Copies  
whereof will be found among the enclosures with  
the despatch referred to, and duplicate copies of  
which are herewith transmitted, for more ready refer-  
ence) declare the illegality of the sequestration  
tion, and decree the damages due Capt. Gull;  
so that a perusal of the lengthy documents of  
date anterior to these decisions can now serve  
no end save to illustrate the aggravatingly  
arbitrary and t tedious proceedings of the Por-  
tuguese authorities in this long protracted in-  
jury to our countryman.

Present Status  
of the Case.

Allow me then to present the case as it now  
stands, and invoke the immediate attention of  
the Government thereto:

By decision of the supreme Court of Coa, dated Nov. 8,  
1859, the entire proceedings of the Mocao courts  
Enclosure  
No. 7.  
Decision of Sup Court  
of Coa.

are declared illegal. (Vide Enclosure, No. 1.)

2<sup>d</sup> By Award of Juries dated 25<sup>th</sup> March, 1868, the amount of damages is established at Fourteen Thousand Six Hundred and sixty-five Dollars. (\$14,665.<sup>00</sup>)

3<sup>d</sup> By neglect on the part of the Judge to demand adequate security for damages, this amount, after the lapse of more than three years since the award, remains unpaid.

Herein then the responsibility of the Portuguese Government seems evident viz; in the total illegality of the proceedings of the court in the first place, and secondly in the total neglect for some months after Captain Gell had abandoned his ship to the custody of the authorities, to require any security whatever for damages; and afterwards, the acceptance of an almost irresponsible Chinaman as bondsman. in the shamefully inadequate amount of Five Thousand Dollars, and this, it would seem from the course pursued,

Enclosure  
Award  
of Juries

Not a  
valid  
claim

Responsibility  
of the Portuguese  
Government

more for the purpose of securing the payment of costs in court than for the payment of damages to the owner of the ship.

Enclosure No. 3.  
Statement of the Court.  
Condition of the debt  
and the security.

As a consequence, after having exhausted the security - the principal of the amount awarded, (vide Statement of the Court - Enclosure No. 3.) remains undiminished, the Chinaman lies in jail powerless to produce anything further in liquidation of the claim against him, and a worthy American Citizen, deprived of his property, still suffers hardship, and naturally appeals to his Government to demand redress from the authorities, who by their illegal proceedings have thus wronged him.

Failure of previous  
applications to the  
Dept. for advice.

My predecessor having exhausted all means of redress within his competence applied more than once to the former Administration of the Department for further instructions, but failed

to elicit a reply. His despatch, above referred to, addressed to this Administration, also, for some reason, remains unanswered.

After careful review of all the records in the case, the foregoing facts appeared to me to indicate that there was no recourse left to Capt. Gil for justice in the matter except through demand to be made by the Home Government upon the Government at Lisbon.

I have therefore obtained the statement of the Court, (vide Enclosure No. 3), that nothing further can be collected from the Security, as being the only document needed to complete the statement of the claim, and having made this presentation of the case to the Department. I await advices. It may not be amiss for me to add that it is the hope not only of the plaintiff, who, having vainly waited nearly five years

No. 3.  
"Statement of Court."  
Desire of the Plaintiff or the Americans to have a demand made upon the Government at Lisbon.

for his redress, despairs of obtaining it in any other way, but of the Americans in this city and vicinity generally, that in the wisdom of the Government it may be found expedient to forward the papers at an early day to our Minister at Lisbon, with instructions to demand that this Colony may be required, out of its present large surplus of revenue, to discharge this long standing debt of damages to our injured Countryman: Thus verifying the intimation conveyed to the Portuguese Authorities, in the inception of the suit, by H. E. Mr. Reed, (vide Mr. Agis extract from Mr. Reed, in his rejoinder to the Governor of Macao, Sept. 30, 1839), that if the suit brought against Capt. Gill should prove to be unfounded and erroneous he would be indemnified, and that in

the very improbable event of the Court's failing to redress the wrong the United States Government would interfere.

I have the honor, Sir, to be

Yours Obedient Servant

W. F. Jones.

Consul of the United States

of America at Macao.



Macao, May 5, 1863.

W. J. Jones. Consul.

No. 7.

4. Enclosures.

Received,

Touching the Case of the  
unlawful seizure and  
sequestration of the Ship  
"Emma"

*Consulate of the United States  
of America, Macao, May 3, 1863.*

I, the undersigned, Consul of the United States of America for Macao, do hereby certify that the foregoing translations of, severally designated, Enclosure No. 1. "Decision of the Supreme Court of Goa", signed, Ferreira Pinto = Faustino Oreyro = Vasconcelles; - Enclosure No. 2. "Award of Arbitration", signed, Bento de Cereal; - and Enclosure No. 3. Signed, Francisco Ant<sup>o</sup> Per<sup>o</sup> de Silveira & Co. - being a "Statement of Court" - are true and faithful copies of documents filed in this Consulate and duly attested as copies of their several originals; the same having been carefully examined by me and compared with the said documents filed in this Consulate and found to agree therewith word for word and figure for figure.

Given under my hand and the Seal of the Consulate at Macao, this ninth day of May, 1863.

W. P. Jones.

Consul for the United States of  
America at Macao.



Enclosure No. 4,  
With despatch No.

Certificate of authentication  
of the foregoing  
enclosures.

No. 4.

Macap, May 9, 1863.

Macap, May 9, 1863.

No. 4.

Certificate of authentication  
of the foregoing enclosures.

Enclosure No. 4,  
With despatch No. 9.

Translation of information given petitioned for by annexed petition.

The said Illustrations and such Court and Judge of the District.

I inform Your Excellency that in the case of the  
Ship "Emma" the Chinaman (Kong a Koy, and his family the Chinaman

allottees have paid the following sums, viz:

22.366. Three thousand nine hundred forty two dollars, and three hundred sixty six  
thousandths.

20.000 Five Hundred dollars.

20.700 Also Eight hundred ninety dollars, and seven hundred thousandths.

17.868 Also Three hundred fifty one dollars, and eight hundred sixty six thousandths  
net proceeds of houses sold.

10.000 Also Five hundred dollars, that allottees introduced.

10.000 Also One thousand two hundred dollars, that allottees introduced last.

22.932 There is no more property known to belong to the said  
Chinaman, allasas. May 9. 1863.

(Signed) / Francisco Antonio da Silva  
Notary of District Judge.

10.000 I also inform Your Excellency that allottees have paid besides the sum of one

4.932 thousand dollars, as the petitioners declared in the Commission of 11. Dec.

1860, = allasas 9 July 1863.

(Signed) / Francisco Antonio da Silva  
Notary of District Judge

# 2. Memorandum of Sum due by Prosecution in the

|                                                                                                                                                                               |    |                                                                                                                                                                   |           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1861                                                                                                                                                                          | 24 | To Award of damages                                                                                                                                               | 14,865.00 |
|                                                                                                                                                                               |    | do do Court, Cont. fees, etc.                                                                                                                                     | 1,250.00  |
|                                                                                                                                                                               |    | Interest to 1 <sup>st</sup> April 1861. 12 mos @ 1 1/2%                                                                                                           | 3,228.10  |
| 1861                                                                                                                                                                          | 10 | do Court fees paid (also Silveira)                                                                                                                                | 19.00     |
| 1861                                                                                                                                                                          | 1  | Expenses of attorney from 1 <sup>st</sup> March 1860 the date of the award, unto date, as per protest made before the Court 20 June 1860. - 700: 12 mos. @ 1 1/2% | 1,800.00  |
| <p>(This account up to 1<sup>st</sup> April 1861, showing a balance due of \$12,811.25 was transmitted at that date to the Governor of California by the American Consul.</p> |    |                                                                                                                                                                   | 19,962.10 |
| 1861                                                                                                                                                                          | 1  | To Balance from 1 <sup>st</sup> April.                                                                                                                            | 12,811.25 |
|                                                                                                                                                                               |    | Amount retained by Court from fees credited April 1 <sup>st</sup> for expenses selling houses (Att. proccs being \$351.25)                                        | 47.00     |
| 1861                                                                                                                                                                          | 1  | Interest on \$12,867.25 from 1 <sup>st</sup> April 1861. 12 mos @ 1 1/2%                                                                                          | 1,544.00  |
| 1861                                                                                                                                                                          | 1  | Interest on \$14,411.25 from April 1 <sup>st</sup> 1862. 12 mos @ 1 1/2%                                                                                          | 1,727.00  |
| <p>due 1<sup>st</sup> April 1863.</p>                                                                                                                                         |    |                                                                                                                                                                   | 16,141.25 |
| <p>\$161.25 monthly interest to be added thereafter.</p>                                                                                                                      |    |                                                                                                                                                                   |           |

*of the Ship Commr, transferred to G. J. Case, atty. Gen.*

|      |    |                                                    |          |           |
|------|----|----------------------------------------------------|----------|-----------|
| 1860 |    |                                                    |          |           |
| June | 6  | By Cash received from Court                        | 2,942.56 |           |
|      |    | Interest to 1 <sup>st</sup> April/61, 10 mos. @ 1% | 344.23   | 4,286.83  |
| Sept | 17 | Do received from Stanton                           | 400.00   |           |
|      |    | Interest 1/2 yrs                                   | 26.00    | 426.00    |
| Nov  | 5  | Do received from Court                             | 390.70   |           |
|      |    | Interest 5 mos.                                    | 47.53    | 438.23    |
| Dec  | 8  | Do received from collections                       | 1,000.00 |           |
|      |    | Interest 4 mos.                                    | 40.00    | 1,040.00  |
| 1861 |    |                                                    |          |           |
| Feb  | 1  | Do Sales houses (not received)                     |          | 401.01    |
|      |    | Total Balance ap.                                  |          | 12,811.71 |
|      |    |                                                    |          | 14,962.54 |

\$1600. received by the Court has not yet been paid over, therefore is not credited on this account.

Enclosure No. 3.  
with Despatch No. 7.

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Statement of Court showing the  
amounts received from the  
Security and Prosecutor, and  
declaring that no more can  
be collected.

Also "Account Current"  
with the Court.

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No. 3.

Macarrell May 9<sup>th</sup> 1863.

Having seriously and conscientiously examined the document in relation to the law suit, and conferred with my Co-Delegates, Frank Long, all argues and J. B. Endicott for the better understanding of the question, by way of discussion, I came to the conclusion that the Chinese Cheong Ahoy, ought to indemnify Charles Will, Captain and owner of the ship Emma for all damages and losses & expenses, and disappointments to him caused in consequence of the law suit attempted by the said Cheong Ahoy against him, apart from the expenses incurred with the American Consulate; with the attorney of the prosecuted, & with the legal cost the sum of \$144,565. - say, Besides the \$4,300 paid at Feb 20. as freight of the ship to Bombay and interest agreed upon, - Cheong Ahoy shall pay in Compensation for the time during which the ship has been under embargo reckoning from the 15 February 1859. when the termination of the voyage to and discharge at Bombay is calculated as having taken place, since the prosecuted has already been indemnified for the time elapsed in the interval with the \$4,300. which he received - also the estimated amount necessary for the repairs to put the ship in the state in which she was at the time of the embargo, dollars . . . \$5,200.

As Indemnity to the Captain for the time he was on shore - 350 days - from the 15 February 1859 to 31<sup>st</sup> January 1860. @ \$40 \$ month . . . . . 460.

To repair various destruction & deterioration sustained by the ship,  
inclusion of difference in the Inventory . . . . . £9,000.

Furthermore, I think the Chinese *Cheng Ahoy* is to have  
the option to undertake the repair of the ship and to feed up the  
want of the Inventory for his own account should he wish it, and  
in that case he is to decide within 5 days from this date - the work  
done to be subject to the inspection and approval of the Surveyors  
of the Underwriters of Hong Kong. Should the repairs be made  
for account and at the expense of *Cheng Ahoy*, I judge that  
a sum of £9,000. should be deducted from the above specified  
£14,665. - arbitrated for repairs.

As regards the relaxation of the arrest of the ship,  
I don't deem it advisable to allude to - it being a subject beyond  
my Competency - the Compromise which restricts the decision  
of the Arbitrator to the liquidation of losses and damages,  
says, that in the appreciation of the said losses & damages, the  
deterioration of the ship in its present state as compared with  
that anterior to the time of the arrest - upwards of a year -  
will be made apparent -

Macao, 29 March 1864. (signed) Barros de Carvalho.