CASE No. 4.

THE "KATE AND ANNA."

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The "Kate and Anna."

STATEMENT OF THE CASE.

The *Kate and Anna* was an American schooner owned and commanded by the complainant, Claus Lutjens, sometimes called Charles Lutjens, a naturalized citizen of the United States of America.

The said schooner was duly enrolled and registered at the port of San Francisco and was duly and regularly cleared from said port of San Francisco on March 1, 1892, bound upon a hunting and fishing voyage in the North Pacific Ocean or elsewhere as her master might direct, and the said schooner was in all respects seaworthy and well and sufficiently manned, victualed, furnished, and equipped for a vessel in the merchant service and particularly for the voyage she was about to undertake.

In support of the above allegations the following documents are hereto appended marked, respectively:

Exhibit A.—A duly authenticated copy of the enregistration of said schooner, the *Kate and Anna*, at the custom-house of the United States in San Francisco.

Exhibit B.—A duly authenticated copy of the outward manifest of the said schooner *Kate and Anna.*

Exhibit C.—A duly authenticated copy of the clearance papers of the said *Kate and Anna.*

Exhibit D.—A duly authenticated copy of the certificate of naturalization of the said Claus Lutjens, master and owner of the said *Kate and Anna.*

Proceeding upon his voyage as aforesaid the said master and owner took the said schooner *Kate and Anna* into the waters of the North Pacific Ocean and there killed and took upon the high seas within the jurisdiction or territorial waters of no nation 124 seals, the skins of which were duly preserved and stored within the said vessel.

And upon the 12th day of August in the same year, to wit, 1892, when in latitude 54° 9′ north and longitude 168° 21′ east, by correct observation, a point upon the high seas without the jurisdiction and territorial waters of any nation and more than 30 miles from the nearest Russian land, and while sailing in a southwesterly course and no one from said vessel being either hunting or fishing, the said Claus Lutjens was compelled, by an armed cruiser of the Imperial Russian navy, namely, the *Zabiaca*, a cruiser regularly armed, equipped, and commissioned as a man-of-war by the Imperial Government of Russia, to come to. And the said schooner *Kate and Anna* having come to the said cruiser the *Zabiaca* came alongside of her and the commanding officer of the said *Zabiaca* ordered the master of the *Kate and Anna* to come on board of the cruiser and to bring with him the said schooner's papers. Accordingly the said Claus Lutjens, master and owner of the said schooner *Kate and Anna*, took the logbook of his said vessel and her other official papers and went on board of the *Zabiaca* and delivered the said papers to the commanding officer of

the *Zabiaca* for his examination. And the said commanding officer made an entry in the said logbook to the effect that the *Kate and Anna* was arrested in latitude 54° 9′ north, longitude 168° 21′ east, and not in Russian waters, but because the said logbook did not disprove that she has been sealing on the sealing ground of the Commander Islands her seals were confiscated. And the said commanding officer of the *Zabiaca* then and there ordered him to send on board of the said *Zabiaca* all of his seal skins, to cease sealing, and to return to his home. And the said Claus Lutjens, under fear of the guns and armament of the said Russian war cruiser, and believing that if he failed to obey the said orders that his vessel would be seized and confiscated, did send on board of the *Zabiaca* all his seal skins, which were then and there confiscated, and to his great loss and injury ceased sealing and taking his schooner, returned to San Francisco forthwith. And at the time of the arrest of his vessel and the confiscation of his seal skins, the said Lutjens protested to the commanding office of the *Zabiaca* against all of the aforesaid injurious acts, and upon his arrival in San Francisco, or as soon thereafter as he conveniently could, the said Claus Lutjens, went before one Harry J. Lask, a notary public, in and for the city and county of San Francisco, State of California, and before him duly made a regular marine protest.

In support of these allegations the following documents are hereto annexed and submitted in evidence, to wit:

Exhibit E.—The original log book of the said schooner *Kate and Anna* upon her said voyage.

Exhibit F.—A duly authenticated copy of the marine protest of the said Claus Lutjens made before the said Harry J. Lask, notary public in and for the city and county of San Francisco, Cal., dated October 18, A. D. 1892.

PRESENTATION OF THE CLAIMS.

And thereafter the said Claus Lutjens addressed a memorial to the Government of the United States of America duly setting forth his grievances and asking that they be remedied, a duly authenticated copy of which memorial is hereto annexed and submitted in evidence, marked "Exhibit G."

And acting upon the request contained in the same memorial the Government of the United States, through its diplomatic representative at St. Petersburg, Russia, presented the claim of the said Claus Lutjens to the Imperial Government of Russia, and asked satisfaction therefor in a note dated November 9/21, 1894, from the then envoy extraordinary and minister plenipotentiary of the United States at St. Petersburg to the Imperial Russian minister for foreign affairs, a duly authenticated copy of which is hereto annexed and submitted in evidence, marked "Exhibit H."

And in reply to said note of the diplomatic representative of the United States at St. Petersburg the Imperial Russian Government addressed a note to the envoy extraordinary and minister plenipotentiary of the United States at St. Petersburg, stating that indemnity for the confiscation of the seal skins on the *Kate and Anna* would only be due if it could be proved that these seals had been taken outside of Russian waters; but refusing to pay for the loss of use of the vessel. A duly authenticated copy of the said note, dated August 26, old style, September 7, new style, 1895, is hereto annexed and submitted in evidence, marked "Exhibit I."

And the Government of the United States of America continued to

press for a settlement of the claims of the said Claus Lutjens as aforesaid, and finally, through its diplomatic representative at St. Petersburg, offered to settle the said claim by compromise, as is shown by the note of the then chargé d'affaires of the United States at St. Petersburg, dated January 27, old style, February 8, new style, 1899, a duly authenticated copy of which is hereto annexed and submitted in evidence, marked "Exhibit J."

In reply to the said note of February 8, new style, January 27, old style, 1899, offering a compromise in settlement of the claim, the Imperial Russian Government addressed a note to the embassy of the United States at St. Petersburg, dated March 13, old style, March 25, new style, proposing a basis of compromise wholly inadequate to indemnify the said Claus Lutjens for the losses sustained by him in consequence of the acts of the commanding officer of the *Zabiaca*, a duly authenticated copy of which said note is hereto annexed and submitted in evidence, marked "Exhibit K."

And in further support of the allegations herein set forth and as evidence regarding the limit of jurisdiction of the Imperial Russian Government in the North Pacific Ocean, the following documents are hereto annexed and submitted in evidence, marked, respectively, as follows, to wit:

Exhibit L.—A copy of chart No. 900, of the United States Coast Survey, showing the waters in which the seizure of the *Kate and Anna* took place, and on which is indicated the point of intersection of the parallel of latitude 54° 9′ north and the meridian of longitude 168° 21′ east.

Exhibit M.—A sworn copy of a translation of a paragraph occurring in a printed report of the director of the hydrographic department of the Imperial Russian ministry of marine, Vice-Admiral Wewel von Kruger, for the year 1875, printed in the Russian language at St. Petersburg, in the printing office of the Imperial ministry of marine, the said paragraph being on page 91 of said pamphlet. The original of said pamphlet forms part of Exhibit CC, in the case of the *Cape Horn Pigeon*, in arbitration, together with the present claims, and this exhibit is now referred to in the present case, as here stated.

Exhibit N.—A duly authenticated copy of a note received by the legation of the United States of America at St. Petersburg from the Imperial Russian ministry for foreign affairs, dated May 8, 1882.

Exhibit O.—A duly authenticated copy of a note received by the legation of the United States of America at St. Petersburg from the Imperial Russian ministry for foreign affairs, dated June 1–13, 1882, together with its inclosures, all forming one exhibit.

TREATY OBLIGATIONS AND THE LAWS OF NATIONS.

The first article of the treaty of 1824 between the United States and Russia reads as follows:

> It is agreed that in any part of the great ocean, commonly called the Pacific Ocean, or South Sea, the respective citizens or subjects of the high contracting powers shall be neither disturbed nor restrained, either in navigation or in fishing, or in the power of resorting to the coasts, upon points which may not already have been occupied, for the purpose of trading with the natives, saving always the restrictions and conditions determined by the following articles.

This article is practically identical with the first article of the treaty of 1825 between Russia and Great Britain.

In the course of the arbitration proceedings held under the treaty concluded between the United States and Great Britain at Washington, February 20, 1892, to determine the questions then pending between these two Governments, the following decisions were adopted:

> First. By the ukase of 1821 Russia claimed jurisdiction in the sea now known as the Bering Sea to the extent of 100 Italian miles from the coasts and islands belonging to

her, but in the course of the negotiations which led to the conclusion of the treaties of 1824 with the United States and of 1825 with Great Britain, Russia admitted that her jurisdiction in the said sea should be restricted to the reach of cannon shot from shore, and it now appears that, from that time up to the time of the cession of Alaska to the United States, Russia never asserted in fact or exercised any exclusive jurisdiction in Bering Sea or any exclusive rights in the seal fisheries therein beyond the ordinary limit of territorial waters.

Second. The body of water now known as the Bering Sea was included in the phrase "Pacific Ocean," as used in the treaty of 1825 between Great Britain and Russia.

Third. No exclusive rights of jurisdiction in Bering Sea and no exclusive rights as to seal fisheries therein were held or exercised by Russia outside of ordinary territorial waters after the treaty of 1825.

Fourth. The United States has not any right of protection in the fur seals frequenting the islands of the United States in Bering Sea when such seals are found outside the ordinary 3-mile limit.

It can hardly be questioned that these rulings are equally applicable to any claim on the part of Russia to jurisdiction beyond ordinary territorial waters, or to any right of Russia of protection of the fur seals in the Bering Sea or North Pacific Ocean beyond ordinary jurisdictional limits.

Indeed, Russia has herself disclaimed any jurisdiction in the Bering Sea outside ordinary territorial waters, as is abundantly shown by all her acts, and by the evidence of Exhibits L, M, N, and O hereto annexed in the evidence submitted in this case.

The Bering Sea is therefore the high sea, the common highway of all nations, and no right of seizure thereon for alleged or suspected violation of the municipal laws of any nation can be maintained, nor has any nation the right of visitation and search thereon of vessels of friendly states in time of peace.

It is admitted by the Russian Government that the *Kate and Anna* was more than 20 miles from Russian land when she was arrested. She was therefore upon the high seas and wholly without Russian jurisdiction.

Chancellor Kent has stated:

The open sea is not capable of being possessed as private property, the free use of the ocean for navigation and fishing is common to all mankind, and the public jurists generally and explicitly deny that the ocean can ever be appropriated.

Vattel says:

To-day every expanse of the sea which is within cannon shot of the coast is regarded as forming part of the territory, and for that reason a vessel taken under the cannon of a neutral fortress is not good prize.

All we have said of parts of the sea near the coasts may be more particularly said, and with greater justice, of roadsteads, bay, and straits as still more capable of being occupied, and more important to the safety of the country. But I speak of bays and straits of small extent, and not of the great expanses of the sea to which are sometimes given the names such as Hudson Bay, the Straits of Magellan, over which empire could not extend and still less ownership. (Le droit des Gens., 1, Chap. XXIII, sections 289, 290.)

Philimore says:

It is sufficient to say that the reason of the thing, the preponderance of authority, and the practice of nations have decided that the main ocean, inasmuch as it is the necessary highway of all nations, and is from its nature incapable of being possessed, can not be the property of any one State. (Commentaries on International Law, third edition, Chap. V, page 247–248, CLXXII).

The very eminent Russian jurist, Monsieur F. de Martens, counsel for the Imperial Russian ministry of foreign affairs, writes as follows:

In our day legislations and jurists are in accord in recognizing the freedom of the ocean, and no people can set up the pretension of reigning over it as master. At

present those portions of the sea which communicate with the ocean are regarded as free and accessible to all the world even when they are surrounded by the possessions of a single State. (Treatise on International Law, Vol. I, p. 494.)

Quoting further from the same treatise:

The ocean is free for all peoples. No nation can be interdicted from engaging in fishing and other peaceful enterprises on the high seas. If all possess an equal right in it it follows that no State can there impose its laws over the others, cause judgment to be passed on foreign navigators or sailors, nor arrest, nor search the ships of another country.

Ortolan writes:

It is demonstrated that the sea can not be the property of any nation, and as what has been said of complete ownership is equally applicable to partial ownership—as, for example, the right of use, of gathering its fruits, of taking its products—it is demonstrated that no nation can have exclusively these partial rights of ownership; that the use of the sea remains forever open and common to all; that it is, so to speak, the patrimony of all mankind, a joint patrimony with regard to which the joint ownership can not cease. (Diplomatie de la Mer., Vol. I[er], p. 128.)

The same author remarks:

As to interior seas, a right of exclusive domain and sovereignty on the part of a nation over such a sea is only incontestable when that sea is totally included within the territory, so as to form an integral part of it, and so that it can absolutely only serve as a means of communication between the citizens of the nation in question alone. Then, indeed, none of the conditions obstructive to ownership or to empire of the seas are applicable. But the moment that several different States possess the shores of such a sea, none of them can call itself the owner or sovereign to the exclusion of the other. (Ibid., p. 159.)

In the arbitration under the convention of February 8, 1863, between the United States and Great Britain of the claims growing out of the seizure of the American fishing schooner *Washington* in the Bay of Fundy by one of her Britannic Majesty's cruisers, the umpire declared:

The Bay of Fundy is from 65 to 75 miles wide and from 130 to 140 miles long. It has several bays on its coasts. Thus, the word bay, as applied to this great body of water, has the same meaning as applied to the Bay of Biscay, the Bay of Bengal, over which no nation can have the right to assume sovereignty.

THE MEASURE OF DAMAGES.

The items of damage claimed on behalf of the owners of the *Kate and Anna* are three, viz, for the value of the seal skins illegally seized and confiscated from the *Kate and Anna*, for loss of probable catch of the vessel, and for interest upon the total amount from the time of the arrest of the schooner until payment of the award fixed by the honorable arbitrator at 6 per cent.

The rule for estimating the damages sustained in such cases is well settled and was applied in all of the cases of seizures of British vessels by the authorities of the United States by the commission appointed under the convention of February 8, 1896, to assess the damages sustained by the various claimants under the award of the Paris tribunal. Out of 20 of these claims, 6 were for damages sustained by vessels which had been warned out of Bering Sea. They are as follows: Claim No. 4, the *Favorite;* No. 11, *Triumph;* No. 12, *Juanita;* No. 14, *Triumph;* No. 17, *Ariel;* No. 18, *Kate.* In all these cases the commissioners awarded damages, not alone for seal skins confiscated, but for loss of catch.

As to the property seized by the commander of the cruiser, there can be no question of the indemnity due. The proposition of the Russian Government that indemnity can be due only on proof that the seals from which the skins were taken were caught outside Russian jurisdiction, is wholly untenable. Russia has shown no invasion of

her territory by this or any other vessel, nor any evidence in the smallest degree connecting the *Kate and Anna* with any depredations, or even that any depredation had been commited by anyone. The skins were taken by the *Kate and Anna* in the regular practice of her lawful calling upon the open sea, and upon that open sea they were unwarrantably taken from her by an armed cruiser of the Russian navy. That her owners should be called upon to prove that they were not stolen from Russian waters before restitution be made is a proposition unheard of in international relations. Were such a precedent established no merchant ship would be secure upon the high seas against the confiscation of her merchandise.

The damages here claimed for loss of catch are in no sense indirect damages for loss of speculative profits. They represent an actual loss sustained by the owners, officers, and crew, and are of the nature of demurrage.

The earnings of a fishing vessel depend upon her taking advantage of her opportunity when it arrives, and the loss of her use, with that of her outfit and crew, in the middle of the season, deprives her owners of any return upon their investment, and her officers and crew of all remuneration for their labor.

The rule of damages is well settled that in a fishing voyage the loss of the services of a fishing vessel is to be compensated upon the value of the vessel's use. The objection that prospective profits are not admissible as a substantive ground of damage does not apply or exclude the use of the average catch of a fishing vessel as evidence of the value of the vessel's use, but is the best evidence, exactly as it is the evidence used in other cases to determine the injury suffered by a party from the deprivation of the use of his property.

In the case of the *Costa Rica Packet* the distinguished arbitrator, Mr. F. de Martens, the official and permanent counsel of the Imperial Russian ministry of foreign affairs, in rendering his decision, said in the preamble to his award:

> Whereas the unjustifiable detention of Captain Carpenter caused him to miss the best part of the whaling season;
>
> Whereas, on the other hand, Mr. Carpenter, on being set free, was in a position to have returned on board the ship *Costa Rica Packet* in January, 1892, at the latest, and whereas no conclusive proof has been produced by him to show that he was obliged to leave his ship until April, 1892, in the port of Ternata without a master, or still less to sell her at a reduced price;
>
> Whereas the owners or the captain of the ship being under an obligation, as a precaution against the occurrence of some accident to the captain, to make provision for his being replaced, the mate of the *Costa Rica Packet* ought to have been fit to take command and to carry on the whaling industry;
>
> And whereas, thus, the losses sustained by proprietor of the vessel *Costa Rica Packet*, the officers, and the crew, in consequence of the detention of Mr. Carpenter, are not entirely the necessary consequence of this precautionary detention.

Thus the arbitrator in this case clearly admitted the justice of the claim for damages owing to the loss of the use of the vessel, found that certain contributory acts of negligence on the part of the parties in interest in the vessel so modified the degree of responsibility of the Dutch Government for the loss of use of the vessel as to entitle it to consideration in estimating the amount of the indemnity due.

In the case of the *Potomac* before the Supreme Court of the United States, Mr. Justice Gray, in delivering the opinion of the court, said:

> Both the questions of law presented by the record relate to the amount of the damages that the libellant is entitled to recover.
>
> One question is as to the sum to be allowed for the detention of his vessel while

repairing the injuries suffered by the collision. The rules of law governing this question are well settled, and the only difficulty is in applying them to the peculiar facts of the case.

In order to make full compensation and indemnity for what has been lost by the collision (restitutio in integrum) the owners of the injured vessel are entitled to recover for the loss of her use while laid up for repairs. When there is a market price for such use, the price is the test of the sum to be covered. When there is no market price, evidence of the profits that she would have earned if not disabled is competent. (United States Report, vol. 105, p. 630–632).

In the case of Williamson *v.* Barrett, before the Supreme Court of the United States, Mr. Justice Nelson, in delivering the opinion of the court, said:

As to the question of damages, the jury were instructed, if they found for the plaintiffs, to give damages that would remunerate them for the loss necessarily incurred in raising the boat and repairing her, and also for the use of the boat during the time necessary to make the repairs and fit her for business.

By the use of the boat, we understand what she would produce to the plaintiffs by the hiring or chartering of her to run upon the river in the business in which she had been usually engaged.

The general rule in regulating damages in cases of collisions is to allow the injured party an indemnity to the extent of the loss sustained. This rule is obvious enough; but there is a good deal of difficulty in stating the grounds upon which to arrive, in all cases, at the proper measure of that indemnity.

The expense of raising the boat and of repairs may, of course, be readily ascertained, and in respect to repairs no deduction is to be made as in insurance cases for the new materials in place of the old. The difficulty lies in estimating the damage sustained by the loss of service of the vessel while she is undergoing the repairs.

That an allowance short of some compensation for this loss would fail to be an indemnity for the injury is apparent. This question was directly before the court of admiralty in England, in the case of the *Gazelle*, decided by Dr. Lushington in 1844 (2 W. Robinson, 279). That was a case of collision, and in deciding it the court observed that the party who had suffered the injury is clearly entitled to an adequate compensation for any loss he may sustain for the detention of the vessel during the period which is necessary for the completion of the repairs and furnishing the new articles.

In fixing the amount of the damages to be paid for the detention the court allowed the gross freight, deducting so much as would in ordinary cases be disbursed on account of the ship's expenses in earning it.

This rule may afford a very fair indemnity in cases where the repairs are completed within the period usually occupied in the voyage in which the freight is to be earned. But, if a longer period is required, it obviously falls short of an adequate allowance. It looks to the capacity of the vessel to earn freight for the benefit of the owner, and consequent loss while deprived of her service—in other words, to the amount she would earn him on hire. (13 Howard, 101.)

In the case of the American brig *Williams*, seized by the Mexican Government in 1829, the umpire awarded passage money which would have been received if the brig had been permitted to continue her voyage to her immediate destination, where she expected to receive a cargo of passengers.

In the case of the *Hope On*, detained by the Chilian Government in 1883, at Talcahuano, the commission of arbitration, in rendering its award, said:

The principle is well established in cases like the present, that the loss of the use of the vessel is the proper measure of damages, and the loss of such use is the loss of her probable catch during her enforced absence from the fishing grounds. (G. B. Bordon *v.* Chile.)

See also the following cases: The *Baltimore*, 8 Wallace, 377–385; *Gayuga*, 14 Wallace, 270; *Freddie L. Porter*, 5 Federal Reports, 822; Vermont, 8 Federal Reports, 170; Brown *v.* Hicks, 24 Federal Reports, 811; Parsons *v.* Terry, 1 Lowell, 60; the *Notting Hill*, 9 Pro. Div., 105–113; the *Parana*, 2 Pro. Div., 118; the *Mary Steele*, 2 Lowell,

370–374; the *Resolute*, 8 Pro. Div., 109; the *Clarence*, 3 William Reb., 283–286; the *Gleaner*, 38 L. T. N. S., 650; the *Marsden* Collision, second edition, p. 115.

This rule was applied in the cases of the whaling ships *James Maury*, *General Pike*, *Milo*, and the bark *Nile*, captured by the Confederate cruiser *Shenandoah* and compelled to abandon their whaling voyages, in the decisions of the Court of Commissioners of Alabama Claims.

See also the *Walter Phroa*, 1 Lowell, 437; *Stormless*, 1 Lowell, 153; *Mayflower*, 1 Brown, adm., 376; *Transit*, 4 Ben., 138; Swift *v.* Brownell, 1 Holmes, 467; the *Antelope*, 1 Lowell, 130; Bourne *v.* Smith, 1 Lowell, 547; Frates *v.* Howland, 2 Lowell, 36; Hussey *v.* Fields, 1 Sprague, 394–396; Knight *v.* Parsons, 1 Sprague, 279; 290 Barrels of Oil, 1 Sprague, 279; Backster *v.* Rodman, 3 Pickering (Mass.), 435, 438, 439; Fletcher *v.* Taylor, 17 C. B., 21; Corey *v.* Thames Iron Works, L. R., 3 Q. B., 181; Ex parte Cambrian Steam Packet Co., L. R., 6 Eq., 396; *Cayuga*, 2d Ben., 125; Jolly *v.* Terre Haute, McLane, 589.

This subject has recently undergone the most thorough and careful examination by the commission appointed to adjust the claims of the Canadian sealers against the Government of the United States, commonly known as the Bering Sea claims. It is scarcely necessary to do more than to refer to the arguments submitted before this tribunal on behalf of the English Government and of the American Government for the most complete and exhaustive review of all the decisions upon the subject.

The English Government contended for the rule as claimed in the present case. An examination of the awards made in certain cases before the Bering Sea Commission leaves no room for doubt that in those cases, at least, the commission adopted the rule as contended for by the English Government, and as herein stated. In the awards upon all of these claims it is perfectly clear that the loss of catch was allowed in measuring the damages. If there were any doubt of this it is relieved by such cases as No. 14, the *Triumph*, where the sole claim was for loss of catch. In the case of the *Triumph*, No. 14, not No. 11 for the same vessel, the award was $15,500; the original claim was for $19,624, of which $250 was for legal and other expenses, $19,424 being for balance of estimated catch of 2,500 skins at $8 each. It was admitted that the *Triumph* had transhipped part of her season's catch before entering Bering Sea, on or about July 4. A considerable part of the season had therefore already elapsed, and it was reasonable to suppose that she had taken a fifth part of her probable catch before entering Bering Sea; thus 2,000 skins would remain to be taken to make up the season's work of 2,500 skins. She had on board 72 skins when taken, leaving 1,928 skins to be taken to make up the 2,000. One thousand nine hundred and twenty-eight skins at $8 would amount to $15,424, and the award was for $15,450, as has been said.

The rule of allowing interest upon claims of this nature is so well established as to need little comment in the present instance; indeed, it may be said to be the universal practice in arbitration cases.

The accompanying bill of Damages is submitted herewith in the confident belief that it sets forth equitably the amount of indemnity due to the claimant for the injury done him.

BILL OF DAMAGES.

Seizure of 124 seal skins, at $14 each	$1,736.00
Loss of probable catch, 625 seals, at $14	8,750.00
Interest at 6 per cent for, say, 9 years	5,662.44
Total	16,148.44

No. 5122.—UNITED STATES OF AMERICA.

DEPARTMENT OF STATE.

To all to whom these presents shall come, greeting!

I certify that the documents hereto annexed are true copies from the files of this Department.

In testimony whereof I, John Hay, Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed.

Done at the city of Washington this 20th day of September, A. D. 1900, and of the Independence of the United States of America the one hundred and twenty-fifth

[SEAL.] JOHN HAY.

PIÈCE PRODUITE A.

[Cat. No, 335.—Register No. 80: Permanent. Official number: Numerals, 14,376: letters.]

Copy of certificate of registry.

In pursuance of Chapter I, Title XLVIII, "Regulation of commerce and navigation," Revised Statutes of the United States, Charles Lutjens, of San Francisco, State of California, having taken and subscribed the oath required by law, and having sworn that he is the only owner of the vessel called the *Kate and Anna*, of San Francisco, whereof Charles Lutjens is at present master, and is a citizen of the United States; and that the said vessel was built in the year 1882, at Portland, Oregon, as appears by P. E. No. 9, issued at the port of Astoria, Oregon, Oct. 16, 1889, now surrendered; district changed. And said enrollment having certified that the said vessel has one deck and two masts, and that her length is 36 and 4-tenths feet, her breadth 14 feet and 8-tenths, her depth 5 feet and 7-tenths, her height — feet and — tenths; that she measures twenty-three tons and forty-two hundredths, viz:

	Tons.	
Capacity under tonnage deck	24.65	
Capacity between decks above tonnage deck		
Capacity of inclosures on the upper deck, viz		
Gross tonnage		24.65
Deductions under section 4153, Revised Statutes, as amended by act of August 5, 1882	.23	
Total deductions	1.23	1.23
Net tonnage		23.42

The following-described spaces, and no others, have been omitted:

and that she is a schooner, has a sharp head and an elliptic stern; and the said Charles Lutjens, having agreed to the description and admeasurement above specified, and sufficient security having been given, according to law, said vessel has been duly registered at the port of San Francisco.

Given under my hand and seal, at the port of San Francisco, this 26th day of February, in the year one thousand eight hundred and ninety-two.

[Place for seal of naval officer.] E. P. DANFORTH, *Naval Officer.*

[Place for seal of collector.] T. G. PHELPS, *Collector of Customs.*

[Seal of the United States Treasury.] WM. W. BATES, *Commissioner of Navigation.*

DISTRICT OF SAN FRANCISCO, PORT OF SAN FRANCISCO,
COLLECTOR'S OFFICE.

I hereby certify the within to be a true copy of the original, on file in this office. Given under my hand and seal this 18th day of October, 1892.

JOHN T. DARE,
Deputy Collector.

Cat. No. 335. Permanent.

Copy of certificate of registry, No. 80, of the schooner called the *Kate and Anna*, 23 42/100 tons.

Issued at the port of San Francisco, district of San Francisco, February 26, 1892.

T. G. PHELPS,
Collector of Customs.

EXHIBIT B.

[Gardner & Thornley, ship and custom-house brokers, No. 322 Washington street—Outward foreign manifest.]

(New form. Special.)

Report and manifest of the arms, etc., laden at the port of San Francisco on board the American schooner Kate and Anna, whereof Charles Lutjens is master, bound for hunting and fishing voyage, February 27, 1892.

Marks.	Numbers.	Packages and contents.	Quantities, pounds, gallons, etc.	No. 1. Value of domestic merchandise.	No. 2. Value of foreign merchandise. Free.	No. 3. Value of foreign merchandise from bonded warehouse.	No. 4. Value of foreign merchandise not from bonded warehouse, which has paid duties.	No. 5. Value of foreign merchandise on the passage (in transitu) from one foreign country to another.	To be landed at—
		4 rifles		$60.00					
		9 shotguns		180.00					
		5,000 primers		8.00					
		20,000 wads		15.00					
		500 shells		20.00					
		400 pounds shot		20.00					
		Hunting and fishing gear							

Bond filed February 27, 1892.

W. P. SAXE, *Bond Clerk.*

Master's or conductor's oath on clearing outward.

District and Port of San Francisco:

I, Charles Lutjens, master or conductor of the American schooner *Kate and Anna*, bound from the port of San Francisco to hunting and fishing, solemnly, sincerely, and truly swear that the manifest of the cargo on board the said American schooner, now delivered by me to the collector of this district and subscribed with my name, contains, according to the best of my knowledge and belief, a full, just, and true account of all the goods, wares, and merchandise now actually laden on board the said vessel or vehicle, and of the value thereof; and if any other goods, wares, or merchandise shall be laden or put on board the said American schooner previous to her departure from this port, I will immediately report the same to the collector. I do also swear that I verily believe the duties on all foreign merchandise therein specified have been paid or secured according to law, and that no part thereof is intended to be relanded within the United States; and that if, by distress or other unavoidable accident, it shall become necessary to reland the same, I will forthwith make a just and true report thereof to the collector of customs of the districts wherein such distress or accident may happen. And said cargo is truly intended to be landed in the port of ————. So help me God.

CHARLES LUTJENS, *Master.*

Sworn to before me this 27th day of February, 1892.

JOHN T. DARE,
Deputy Collector of Customs.

EXHIBIT C.

[Sec. 4201, Rev. Stats.—Cat. No. 481.]

THE UNITED STATES OF AMERICA.

Clearance of vessel to a foreign port.

DISTRICT OF SAN FRANCISCO, *Port of San Francisco:*

These are to certify all whom it doth concern, that Charles Lutjens, master or commander of the American schooner *Kate and Anna*, burden 23 tons, or thereabouts, mounted with ——— guns, navigated with 12 men, built and bound for hunting and fishing voyage, having on board stores, hath here entered and cleared his said vessel, according to law.

Given under our hands and seals, at the custom-house of San Francisco, this 27th day of February, 1892, and in the one hundred and sixteenth year of the Independence of the United States of America.

[SEAL.] JOHN T. DARE,
Deputy Collector.

[SEAL.] G. M. BRANCH,
Acting Deputy Naval Officer.

EXHIBIT D.

UNITED STATES OF AMERICA.

Record of naturalization.

In the circuit court of the United States for the district of California.

In the matter of the naturalization of Claus Lutjens.

Be it remembered that on this 29th day of September, A. D. 1873, being a day in the June term, A. D. 1873, of said court, Claus Lutjens, an alien, and late a subject of the Emperor of Germany, appeared in said court and applied to be admitted a citizen of the United States of America, pursuant to the acts of Congress in relation thereto; and having then and there exhibited to the court a certified copy of his declaration of intention to become a citizen of the United States, made in the United States district court, district of California, on the 10th day of August, A. D. 1869, and proved by the oaths of Adam Pfeffer and Charles Woge, citizens of the United States, his residence within the United States for the last five years, and his residence within the State for the last year, and by said witnesses and other satisfactory proofs that he is entitled to be made a citizen of the United States; and having on oath then declared, before said court, that he will support the Constitution of the United States of America, and that he doth absolutely and entirely renounce and abjure all allegiance and fidelity to every foreign prince, potentate, State, or sovereignty whatever, and particularly to the Emperor of Germany.

Whereupon it is ordered by the court that said Claus Lutjens be admitted, and he is hereby adjudged and declared to be, a citizen of the United States of America.

In open court:

LORENZO SAWYER, *Judge.*

EXHIBIT E.

STATE OF CALIFORNIA, *City and County of San Francisco, ss:*

I, W. T. Hess, a notary public in and for the city and county of San Francisco, State aforesaid, duly commissioned and sworn, do hereby certify that the annexed log book of the *Kate and Anna* is the original log book produced by Charles Lutjens and verified as an original log book by his affidavit this day sworn to before me, to which said affidavit special reference is hereby made.

The said log book consists of 58 pages besides this, and I have this day affixed my official seal to each of the said 58 pages for the purpose of identifying the same.

In witness whereof I have hereunto set my hand and official seal this 20th day of November, 1900.

W. T. HESS,
Notary Public in and for the City and County of San Francisco, State of California.

[Seal of notary public.]

Log of Schooner Kate and Anna, 1892.

[Journal from San Francisco toward the coast of Japan.]

2nd day of March, 1892.—Weighed anchor at 2 p. m. Wind light from NW. Proceeded on voyage toward southered and westered. Farallons light, bearing NNW. 11 p. m. Weather fine. Course, SW. Wind fresh, NW., all sails set.

2nd day of March, 1892.—Course, SSW.; wind, NW. Remarks: Fresh breeze; weather clear. Distance, 150. Lat. by D. R., 36° 30′; lon. by D. R., 124° 15′.

3rd day of March, 1892.—Course, SW. Wind, NW. Remarks: Fresh breeze from NW., and showery. Distance, 150. Lat. by D. R., 35° 30′; lon. by D. R., 127° 45′.

4th day of March, 1892.—Course, SW.; wind, NW. Remarks: Wind more moderate; weather clear in afternoon. Distance, 150. Lat. by D. R., 32° 25′; lon. by D. R., 129° 30′.

5th day of March, 1892.—Course, SW.; wind, N. Remarks: Light north wind and clear. Distance, 140. Lat. by D. R., 32° 10′; lon. by D. R., 131° 50′.

6th day of March, 1892.—Course, SW.; wind, NE. Remarks: Wind light; weather cloudy. Distance, 135. Lat. by ob., 31° 2′; lon. by ob., 134°.

7th day of March, 1892.—Course, SW. by W.; wind, ENE. Remarks: Light breeze from ENE., with light showers during the night. Distance, 140. Lat. by ob., 30° 19′; lon. by ob., 136° 35′.

8th day of March, 1892.—Course, SW. by W.; wind, SE. Remarks: Strong breeze from SE. Distance. Lat. by ob., 29° 47′; lon. by ob., 139° 30′.

9th day of March, 1892.—Course, SW. Remarks: Wind strong from SE. and hauled to SW. 11 a. m., with heavy rain shower till 2 p. m., when rain ceased and wind moderated. Vessel hove-to, heading to southward and eastward. Lat. by D. R., 29°; lon. by D. R., 1° 42′.

10th day of March, 1892.—Wind, SW. Remarks: Wind increased to a gale and hauled to SW., with heavy sea; rising wind all day and all night. Vessel hove-to.

11th day of March, 1892.—Wind, SW. Remarks: Wind slightly moderated, but still blowing hard from SW., with heavy rain squalls. Lat. by ob., 28° 19′.

12th day of March, 1892.—Remarks: Wind still fresh from SW., but moderated in the evening. Shook out reefs and stood to the southward and eastward. Weather clouded, light rain squalls. Vessel heading toward southward and westward. Lat. by ob., 27° 16′; lon. by ob., 140° 51′.

13th day of March, 1892.—Course, SW.; wind, NW. Remarks: Wind light from W. Weather clear. Wind changed to NW. during the night. Lat. by ob., 27° 27′; lon. by ob., 141° 20′.

14th day of March, 1892.—Course, SW. Remarks: This day opened fine and clear, with light breeze from NW. Wind hauled to the northward and eastward toward the middle of the day. Vessel heading SW. Lat. by ob., 25° 6′; lon. by D. R., 142° 10′.

15th day of March, 1892.—Course, SW. by W.; wind, NE. Remarks: Light breeze from NW., with light rain squalls and cloudy. Lat. by ob., 24° 36′; lon. by ob., 144°.

16th day of March, 1892.—Course, SW. by W.; wind, NNE. Remarks: Clear and bright; wind moderate from northward and eastward. Lat. by ob., 24° 15′; lon. by ob., 146°.

17th day of March, 1892.—Course, SW. by W.; wind, NE. Remarks: Light breeze from northward and eastward; increased to fresh breeze; toward evening died out; calm during the night. Lat. by ob., 23° 47′; lon. by ob., 147° 22′.

18th day of March, 1892.—Course, WSW.; wind, NE. Remarks: This day opened with light winds from NE., and continued so during the day. Sky clear, sun quite warm. Lat by ob., 23° 12′; lon. by ob., 150° 30′.

19th day of March, 1892.—Course, WSW. Remarks: Weather fine and clear. Winds light and changeable from E. to N. Lat. by ob., 23° 10′; lon. by ob., 152° 30′.

20th day of March, 1892.—Course, WSW.; wind, NE. Remarks: Fresh breeze from northward and eastward, with light rain squalls at intervals. N. lat. by ob., 22° 50′; W. lon. by ob., 155° 20′.

21st day of March, 1892.—Course, WSW. Remarks: Fresh breeze from NNE. Weather clear. Lat. by ob., 22° 44′ N.

22nd day of March, 1892.—Course, WSW. Wind, NW. Remarks: Fresh breezes from NE. Weather clear. Lat. by ob., 22° 30′; lon. by ob., 160° 30′.

23rd day of March, 1892.—Course, WSW. Remarks: Fresh breeze from northward and eastward. Weather fine and clear.

24th day of March, 1892.—Course, W. by S. ½ S.; wind, NE. Remarks: This day opened fine and clear, with fresh breeze from northward and eastward; 2 o'clock p. m. very heavy rain squall, followed by light showers the rest of the day.

25th day of March, 1892.—Course, W. by S. ½ S. Remarks: Fresh breeze from northward and eastward. Light rain squalls during the day, with thunder and lightning at intervals during the night.

26th day of March, 1892.—Course, W. by S. ½ S. Remarks: Fresh breeze from northward and eastward, with light rain showers during the day and night; light flashes of lightning at intervals.

27th day of March, 1892.—Course, W. by S. ½ S. Remarks: Weather clear. Light breeze from northward and eastward.

28th day of March, 1892.—Course, W. by S. ½ S.; wind, NE. Remarks: Weather clear. Wind light from NE.

29th day of March, 1892.—Course, W. by S. ½ S.; wind, NE. Remarks: Wind light, NE. Weather clear.

30th day of March, 1892.—Course, W. by S. Remarks: Wind fresh from NE.

1st day of April, 1892.—Course, W. by S.; wind, NE. Remarks: Weather fine and clear. Light breeze from NE.

2nd day of April, 1892.—Remarks: Strong breeze from northward and eastward in fore part of the day; wind moderated toward noon. Wind hauled round to the westward 1 o'clock p. m., and increased to very fresh breeze. Heavy rain squalls during the evening.

3rd day of April, 1892.—Course, W.; wind, NE. Remarks: Weather more moderate. Wind shifted to NE.

4th day of April, 1892.—Remarks: This day opened fine and clear. Wind light from NE.

5th day of April, 1892.—Course, W.; wind, WNW. Remarks: Sighted a comet about 2 o'clock in the morning bearing E. Weather fine and clear. Light breeze from NE.

6th day of April, 1892.—Course, W. Remarks: Weather clear and very warm. Very light breeze from the north and eastward. Course, W.

7th day of April, 1892.—Course, W. by N.; wind, E. Remarks: Weather clear and calm. Light air from the eastward. Very warm.

8th day of April, 1892.—Course, W. by N. ½ N.; wind, E. Remarks: Light breeze from eastward. Weather clear and very warm. Course, W. by N. ½ N.

9th day of April, 1892.—Course, WNW. Remarks: Weather clear. Light breeze from northward and eastward.

10th day of April, 1892.—Course, WNW. Remarks: Strong breeze from northward. Weather clear.

11th day of April, 1892.—Course, WNW. Remarks: This day opened fine and clear, with light breeze from NE. Wind hauled to the southward and westward about 2 p. m., and blew hard. Heavy rain squalls at intervals. Wind hauled to NW.

12th day of April, 1892.—Course, WNW. Remarks: Wind, NE. Fresh breeze. Weather clear.

13th day of April, 1892.—Course, NW. by W. Remarks: Weather clear. Wind light from southward and eastward.

14th day of April, 1892.—Course, NW. by W. Remarks: This day opened fine, with fresh breeze from northward and eastward, and gradually hauled round the compass to N. about 4 p. m.

15th day of April, 1892.—Course, NW. ½ W. Remarks: Light northerly winds. Light fog.

16th day of April, 1892.—Course, NW. ½ W. Remarks: Fresh breeze from NE., with light rain and fog.

17th day of April, 1892.—Course, NW. ½ W. Remarks: Light breeze from northward and eastward. Foggy at intervals.

18th day of April, 1892.—Course, W. by N. Remarks: Fresh breeze from SE., with light rain and fog. Sighted 1 seal.

19th day of April, 1892.—Remarks: Fresh breeze from northward and westward.

20th day of April, 1892.—Remarks; This day opened fine and clear, with light breeze from northward and westward. Lowered boats about 9 o'clock and took 52 seals.

21st day of April, 1892.—Wind, S. Remarks: This day opened clear, with light breeze from southward and eastward, increased to very fresh breeze. About 5 p. m. stood under short sail for land. Course, NW. Took 3 seals from the vessel during the day.

22nd day of April, 1892.—Remarks: Moderate gale from the south and westward. Hove-to 4 o'clock a. m. Wind shifted to northward during the evening and died out toward midnight.

23rd day of April, 1892.—Remarks: This day opened fine and calm, with very light breeze from SE.; increased during the day. Put off boats and took 11 seals.

24th day of April, 1892.—Remarks: This day opened fine, with light breeze from eastward; continued so during the day. Put boats out in the afternoon; took 5 seals. Spoke the schooner *Bowhead.*

25th day of April, 1892.—Remarks: Wind, SE., increased to a gale, then hauled to northward and eastward, and blew very hard during the night.

26th day of April, 1892.—Remarks: This day opened with fresh breeze from northward and westward. Moderated toward evening. Put out the boats and took 3 seals. Sighted land of Japan.

27th day of April, 1892.—Remarks: Weather fine, wind light from northward and eastward in forenoon, changed to SE. 5 p. m.; ran inshore and came to anchor in Yamada Harbor, Bay of Yamada, 8 p. m.

28th day of April, 1892.—Remarks: Light breeze from southward. Took in water.

29th day of April, 1892.—Remarks: Weather fine. Wind light from southward and eastward. Hove up anchor and got under weigh and started out of harbor, but came to anchor again 5 p. m.

30th day of April, 1892.—Remarks: This day opened fine, and calm set in. Foggy, with light rain, 10 a. m.; 4 p. m. wind freshened up from southward and eastward.

1st day of May, 1892.—Remarks: Opened calm and foggy. Very light breeze from southward. Got up anchor and started out of the harbor. Wind died out; put the boats out and towed out. Struck a breeze about 7 o'clock p. m., and stood offshore. Wind increased during the night, and hove the vessel to.

2nd day of May, 1892.—Remarks: Strong breeze from north and eastward. Very thick and rainy all day.

3rd day of May, 1892.—Remarks: Strong breeze from the eastward. Weather cloudy and cold. Wind moderated toward evening. Took 2 seals.

4th day of May, 1892.—Remarks: Light southerly winds. Put out boats and took 83 seals.

5th day of May, 1892.—Remarks: Strong breeze from southward. Put out boats; about 5 p. m. took 17 seals.

6th day of May, 1892.—Remarks: Fresh breeze from the north and eastward. Put out boats and took 54 seals. Wind freshened about 12 o'clock, and boats came aboard.

7th day of May, 1892.—Remarks: This day opened with strong easterly wind; moderated toward evening. Took 4 seals.

8th day of May, 1892.—Remarks: Strong northerly wind during the entire day.

9th day of May, 1892.—Remarks: Wind still very fresh from westward; moderated about 4 p. m., but freshened during the night. Took 1 seal.

10th day of May, 1892.—Remarks: This day opened with strong breeze from north and westward; moderated toward evening. Put out boats; took 1 seal.

11th day of May, 1892.—Remarks: This day opened with strong breeze from southward and eastward, and increased to a gale during the night.

12th day of May, 1892.—Remarks: Wind still very strong, but moderated toward evening. Took 1 seal.

13th day of May, 1892.—Remarks: Very fresh breeze from westward. Weather clear.

14th day of May, 1892.—Remarks: This day opened fine and clear, with light breeze from westward, but freshened toward evening, and hauled to southward Put out boats; took 35 seals.

23rd day of May, 1892.—Remarks: Wind light from southward and eastward; light during the day, but increased toward evening; quite fresh during the night. Lowered boats; took 71 seals.

24th day of May, 1892.—Remarks: Strong breeze from southward and eastward during the entire day.

25th day of May, 1892.—Remarks: Fresh breeze from southward and eastward. Put out boats; took 50 seals.

26th day of May, 1892.—Remarks: Moderate gale from north and eastward. 1 seal.

27th day of May, 1892.—Remarks: Gale.

28th day of May, 1892.—Remarks: Heavy gale from southward and westward. Very heavy sea. Glass 28.90.

29th day of May, 1892.—Remarks: Still heavy gale from northward and westward.

30th day of May, 1892.—Remarks: Light breeze from southward and westward. Took 40 seals.

31st day of May, 1892.—Remarks: Calm through the day. Took 105 seals.

1st day of June, 1892.—Remarks: Light southerly wind during the day, increased to fresh breeze toward evening. Took 39 seals.

2nd day of June, 1892.—Remarks: Moderate gale from southward and eastward.

3rd day of June, 1892.—Remarks: Fresh breeze from southward and westward during the forepart of the day. Wind hauled to soutward and eastward in the afternoon, and died out. Calm. Put out boats; took 70 seals.

4th day of June, 1892.—Remarks: Fresh SW. wind. Took 2.
5th day of June, 1892.—Remarks: Light breeze from eastward. Thick fog. Took 4 seals.
6th day of June, 1892.—Remarks: Light southerly wind. Thick fog.
7th day of June, 1892.—Remarks: Fresh breeze from southward and westward. Weather clear. Put out boats; took 20 seals.
8th day of June, 1892.—Remarks: Very slight breeze from southward and westward. Took 54 seals.
9th day of June, 1892.—Remarks: Very light breeze from southward and westward. Took 56 seals.
10th day of June, 1892.—Remarks: Light easterly breeze. Very thick fog in afternoon. Took 29 seals.
11th day of June, 1892.—Remarks: Strong breeze from northward.
12th day of June, 1892.—Remarks: Fresh breeze from westward. Took 10 seals.
13th day of June, 1892.—Remarks: Slight easterly breeze. Took 12.
14th day of June, 1892.—Remarks: Strong breeze from northward and eastward.
15th day of June, 1892.—Remarks: Moderate gale from NE.
16th day of June, 1892.—Remarks: Light breeze from northward. Took 31 seals.
17th day of June, 1892.—Remarks: Fresh breeze from SW. Took 1 seal.
18th day of June, 1892.—Remarks: Light breeze from southward. Took 36 seals.
19th day of June, 1892.—Remarks: Calm and foggy throughout the day.
20th day of June, 1892.—Remarks: Light breeze and foggy. Took 13 seals.
21st day of June, 1892.—Remarks: Light breeze, thick fog. Took 1 seal.
22nd day of June, 1892.—Remarks: Thick fog, light breeze. Took 12 seals.
23rd day of June, 1892.—Remarks: Light southerly breeze. Took 17 seals.
24th day of June, 1892.—Remarks: Light breeze. Foggy at intervals. Took 2 seals.
25th day of June, 1892.—Remarks: Very light breeze and changes through the day. Entered the Straits of Tsugar bound for Hakodadi.
26th day of June, 1892.—Remarks: Very light and changeable winds. Still in the Straits of Sangar. Foggy and rainy.
27th day of June, 1892.—Remarks: Fresh southwesterly wind. Came to an anchor in Hakodadi, 7.30 p. m.
28th day of June, 1892.—Remarks: In Hakodadi. Weather clear and fine, with fresh breeze from southward and westward.
In Hakodadi 29th, 30th June, 1st, 2nd, 3rd, 4th, 5th July.
6th day of July, 1892.—Remarks: Hove up anchor and got (9 o'clock a. m.) under weigh, and started on my northern cruise.

[Journal from Hakodadi for northern cruise.]

7th day of July, 1892.—Remarks: Fresh breeze from southward and westward.
8th day of July, 1892.—Remarks: Fresh breeze from westward. Sighted Cape Yesimo, bearing north 2 o'clock p. m. Took 4 seals.
9th day of July, 1892.—Remarks: Fresh breeze from southward and westward. Took 2 seals. P. D. R., lat. 42° 18′; lon. 144° 58′.
10th day of July, 1892.—Remarks: Fresh breeze from SW.; thick fog. P. D. R., lat. 42° 12′; lon. 147° 30′.
11th day of July, 1892.—Remarks: Wind SW.; fog. P. D. R., lat. 42° 30′; lon. 149°.
12th day of July, 1892.—Fresh breeze from southward and westward; thick fog; wind moderated in afternoon; rain. P. D. R., lat. 43° 15′; lon. 152° 2′.
13th day of July, 1892.—Remarks: Thick fog and heavy rain. Fresh breeze from southward and westward. P. D. R., lat. 44° 25′; lon. 154° 48′.
14th day of July, 1892.—Remarks: Light breeze from southward and westward. Thick fog and heavy rain. P. D. R., lat. 46° 26′; lon. 157° 33′.
15th day of July, 1892.—Remarks: Very light breeze from NW. Cloudy. P. D. R., lat. 47° 14′; lon. 159° 35′.
16th day of July, 1892.—Remarks: Light breeze from north and westward; fog. P. D. R., lat. 48° 5′; lon. 161° 40′.
17th day of July, 1892.—Remarks: Light breeze from northward and westward. P. D. R., lat. 49° 25′; lon. 163° 48′.
18th day of July, 1892.—Remarks: Light breeze from westward. Weather clear at intervals. P. by ob., lat. 51° 40′; lon. 166° 55′.
19th day of July, 1892.—Remarks: Fresh breeze from SW. Weather misty. Took 1 seal. P. D. R., lat. 52° 35′; lon. 166°.
20th day of July, 1892.—Remarks: Light southerly wind, foggy, and misty. Hove to all day.

21st day of July, 1892.—Remarks: Hove to. Wind southward and westward. Foggy.

22d day of July, 1892.—Remarks: Weather clear. Wind southward and westward, light. Took 1 seal. P. by ob., lat. 53° 40′ N.; lon. 169° 30′ E.

23rd day of July, 1892.—Remarks: Strong breeze from SW. Weather foggy.

24th day of July, 1892.—Remarks: Strong breeze from SW. Thick fog.

25th day of July, 1892.—Remarks: Light southerly wind. Foggy.

26th day of July, 1892.—Remarks: Light breeze from southward. Thick fog.

27th day of July, 1892.—Remarks: Light breeze from NW. Weather clear. Took 17 seals. P. by ob., lat. 53° 38′; lon. 167° 10′.

28th day of July, 1892.—Remarks: Light breeze from W. Took 36 seals. Weather fine and clear. Lat. 53° 30′ N.; long. 168°.

29th day of July, 1892.—Remarks: Fresh breeze from southward and westward. Clear. Took 6 seals. P. by ob., lat. 53° 30′, lon. 167°.

30th day of July, 1892.—Remarks: Strong breeze from southward and eastward. Hove to all day.

31st day of July, 1892.—Remarks: Moderate gale from southward and eastward. Hove to. Took 1 seal.

1st day of August, 1892.—Remarks: Strong breeze from southward and eastward. Weather foggy, and light rain.

2nd day of August, 1892.—Remarks: Fresh breeze from southward and eastward. Lat. 54° 30′; lon. 165° E.

3rd day of August, 1892.—Remarks: Light breeze from southward. Weather foggy. Took 7 seals.

4th day of August, 1892.—Remarks: Light breeze from eastward, with fog at intervals. Took 3 seals.

5th day of August, 1892.—Remarks: Wind hauled to the northward, very light breeze, light fog. Took 22 seals.

6th day of August, 1892.—Remarks: Calm through the day. Took 39 seals.

7th day of August, 1892.—Remarks: Light breeze from southward and westward; foggy at intervals. Took 22 seals.

8th day of August, 1892.—Remarks: Fresh breeze from westward. Took 4 seals.

9th day of August, 1892.—Remarks: Light breeze from southward and westward; weather misty. Took 1 seal.

10th day of August, 1892.—Remarks: Light breeze from southward and westward.

11th day of August, 1892.—Remarks: Weather misty; fresh breeze from southward and westward. Took 2 seals.

Schooner *Kate and Anna* was arrested in 54° 9′ N. lat. and 168° 21′ lon., though not in Russian waters exactly; but she has been sealing at the sealing grounds of Commodore Islands. The contraverse could not be witnessed by the log book, so the seals were confiscated; but the vessel was not taken and got free.

B. DE LIVREIN,
Captain of H. I. M.'s Russian cruiser "Zabiaca."

AUGUST 12, 1892.

Harry, cabin boy, account current, February 27, 1891.

Dr.		Cr.	
Feb. 27, to advance	$25.00	Wages, 7 months at 20 dollars	$140.00
Apr. 30, cash at Yamada	1.00	Less 5 days	3.66
July 5, " Hakodadi	31.50		136.34
" 28, to one cap	.25		3.50
Aug. 23, allow. to cash	6.00		139.84
	63.75		73.75
	10.00		66.09
	73.75		

Received full payment for sealing voyage of schooner *Kate and Anna* in 1892.

HARRY K. HANDA.

Schooner "Kate and Anna," Dr. to seals.

	B.	G.		
May 26	1	..	1	
May 30	34	6	40	
May 31	101	4	105	
			—	146
June 1	36	3	39	623 from L. Pg.
June 3	68	2	70	—
June 4	2	..	2	769 in May.
June 5	4	..	4	74 in April.
June 7	17	3	20	—
June 8	45	9	54	843 to 1st June.
June 9	48	8	56	
June 10	26	3	29	
June 12	9	1	10	
June 13	12	..	12	
June 16	26	5	31	
June 17	1	..	1	
June 18	29	7	36	
June 20	12	1	13	
June 21	1	..	1	
June 22	11	1	12	
June 23	13	4	17	
June 24	1	1	2	
			—	409
				—
				1,252 by 24th June.

C. L. Cr.

		B.	G.
March 4	By seal	4	..
March 31	"	3	..
June 1	"	1	..
June 3	"	1	..
July 27	"	1	..
July 28	"	1	..
August 5	"	1	..
August 6	"	2	..

Schooner "Kate and Anna," Dr. to seals.

April 20..	46	6	52	
April 21..	3	..	3	
April 23..	8	3	11	
April 24..	5	..	5	
April 26..	3	..	3	
			—	74 seals in April.
May 3..	2	..	2	
May 4..	79	4	83	
May 5..	14	3	17	
May 6..	52	2	54	
May 7..	3	1	4	
May 9..	1	..	1	
May 10..	1	..	1	
May 12..	1	..	1	
May 14..	33	2	35	
May 15..	30	4	34	
May 16..	40	4	44	
May 17..	31	..	31	
May 18..	5	..	5	
May 19..	61	5	66	
May 20..	87	4	91	
May 21..	30	1	31	
May 22..	2	..	2	
May 23..	67	4	71	
May 25..	48	2	50	
			—	623
July 8..	3	1	4	
July 9..	2	..	2	
July 19..	2	..	2	
July 27..	17	..	17	
July 28..	36	..	36	
July 29..	6	..	6	
July 31..	1	..	1	
August 3..	7	..	7	
August 4..	2	1	3	
August 5..	20	2	22	
August 6..	38	1	39	
August 7..	22	..	22	
August 8..	4	..	4	
August 9..	1	..	1	
August 11..	2	..	2	
August 12..	3	1	4	
			—	172
August 14..	3	..	3	
August 18..	5	..	5	
August 19..	1	..	1	
August 20..	1	..	1	
August 30..	1	..	1	

May 4.. By seal.. 4 B. and G. net.

EXHIBIT F.

UNITED STATES OF AMERICA.

STATE OF CALIFORNIA, *city and county of San Francisco, ss:*

To all people whom these presents shall or may concern:

I, Harry J. Lask, a public notary in and for the State and city and county aforesaid, by letters patent, under the great seal of the said State, duly commissioned and sworn, dwelling in the city and county of San Francisco, send greeting:

Know ye that on the 18th day of October, in the year of our Lord one thousand eight hundred and ninety-two, before me, the said notary, at my office, in the city and county of San Francisco, personally appeared Charles Lutjen, master of the schooner *Kate and Anna*, belonging to the port of San Francisco (the said master having previously noted, in due form of law, his intention to protest), who, together with Daniel Clanssen, hunter and third mate, and Frank Morean, hunter and second mate, belonging to the aforesaid vessel, being by me duly sworn on the holy evangelists of Almighty God, voluntarily and solemnly did declare and depose as follows, to wit:

That they, the said appearers, on the 1st day of March, A. D. 1892, set sail and departed in and with the said vessel from the port of San Francisco, having on board a hunting and fishing outfit, aud bound for the North Pacific Ocean, the said vessel being then stout, staunch, and strong, her cargo well and sufficiently stowed and secure, well masted, manned, tackled, victualled, appareled, and appointed, and in every respect fit for sea and the voyage she was about to undertake; that we proceeded on our voyage without disaster of any kind, and had been hunting seals until the 12th day of August, A. D., 1892, at which time we had on board 124 seal skins, which had all been taken in the North Pacific Ocean more than 30 miles south of the Copper and Bering islands, when on said 12th day of August, 1892, being then in said North Pacific Ocean, on the high seas, in latitude 54° 9′ north, longitude 168° 21′ east, by correct observation, we were ordered by the Russian cruiser *Zabiaca* to heave to, and the captain of our vessel was ordered to come on board of said cruiser, and to bring his papers with him.

I, the undersigned, captain of said *Kate and Anna*, then went aboard of the said cruiser; the captain of the *Zabiaca* told me that I could not prove by my log book that I had not got the sealskins in Russian waters, and he then took all my sealskins, 124 in number, confiscated them, and ordered me to stop sealing and go home.

I then protested against the seizure of the sealskins, and the captain of the cruiser then forced me to sign a paper in Russian, which I did not understand. I signed said paper under protest.

Captain Deleveron, of said Russian cruiser, signed a statement in my log book, of which the following is a copy:

"Schooner *Kate and Anna* was arrested in 54° 9′ north latitude and 168° 21′ east longitude, though not in Russian waters exactly, but she has been sealing at the sealing grounds of Commander Islands. The contraverse could not be witnessed by the log book, so the seals are confiscated; but the vessel was not taken, and got free.

"B. DE LIVERON,
"*Captain of H. I. M. Russian Cruiser 'Zabiaca.'*

"AUGUST 12, 1892."

I then, with my vessel and crew, sailed for the port of San Francisco, in accordance with the orders of said captain of the said *Zabiaca*, fearing that should I remain fishing in said North Pacific Ocean I would be further molested by said cruiser, and arrived in said port of San Francisco on the 23d day of September, A. D. 1892.

And the said appearers further declare that as all the damage and injury which already has or may hereafter appear to have happened or accrued to the said vessel, her freight and cargo, has been occasioned solely by the circumstances hereinbefore stated, and can not, or ought not to, be attributed to any insufficiency of the said vessel, the neglect or default of him, this deponent, his officers or crew. He now requires me, the said notary, to make his protest and this public act thereof, that the same may serve and be of full force and value, as of right shall appertain. And thereupon the said master protested, and I, the said notary, at his special instance and request, did, as by these presents I now do, publicly and solemnly protest against winds, weather, and seas, and against all and every accident, matter, and thing had and met with as aforesaid, whereby, or by means whereof, the said vessel, her freight, or her cargo already has, or hereafter shall have, suffered or sustained loss, damage, or injury, and for all losses, costs, charges, expenses, damages, and injury

which the said vessel, or the owner or owners of the said vessel, or the owners, freighters, or shippers of her said cargo, or any other person or persons interested or concerned in either, already have been or may hereafter be called upon to pay, sustain, incur, or be put unto by or on account of the premises, or for which the insurer or insurers of the said vessel, her freight, or her cargo, is or are respectively liable to pay or make contributions or average, according to custom, on their respective contracts or obligations, so that no part of any losses, damages, injuries, or expenses already incurred, or hereafter to be incurred, do fall on him, the said master, his officers or crew.

Thus done and protested in San Francisco, Cal., this 18th day of October, in the year of our Lord one thousand eight hundred and ninety-two.

In testimony whereof, as well as the said appearers, as I, the notary, have subscribed these presents, and I have also caused my seal of office to be hereunto affixed the day and year before written.

CHARLES LUTJENS, *Master.*
FRANK MOREAN, *Second Mate and Hunter.*
DANIEL CLANSSEN, *Third Mate and Hunter.*

[SEAL.] HARRY J. LASK, *Notary Public.*

STATE OF CALIFORNIA,
City and County of San Francisco:

I, the undersigned notary public, hereby certify that the foregoing act of protest to be an accurate and faithful copy of the original on record in my book of official acts.

In testimonium veritatis:

[SEAL.] HARRY J. LASK, *Notary Public.*

EXHIBIT G.

The memorial of Claus Lutjens, commonly known and called by the name of Charles Lutjens, to the Department of State of the United States, respectfully shows:

That the said Claus Lutjens makes this claim and memorial in his own right and for his own benefit;

That the above-named Claus Lutjens is now, and was at the time when the claim hereinafter set forth had its origin, a duly naturalized citizen of the United States, and presents herewith a duly certified copy of his naturalization papers, and a duly qualified and registered voter in the city and county of San Francisco, State of California;

The said Claus Lutjens claims from the Russian Government the sum of $10,000, being the entire sum hereby claimed; the claimant believes that the sum so claimed would not reimburse him for the losses sustained by the wrongful act of the authorities of the Russian Government, hereinafter set forth; and that this claimant has received no money or other equivalent or indemnification from insurance or otherwise for the whole or any part of the loss or injury upon which this claim is founded.

That the said claim is based upon the following facts and circumstances, to wit:

The said Claus Lutjens, in the pursuit of his regular and legitimate business, was at all the times herein mentioned the owner of the American schooner *Kate and Anna*, which said schooner was enrolled and registered in the port of San Francisco, and said schooner was regularly cleared from said port for a fishing and hunting voyage in the North Pacific Ocean, or elsewhere, as the master might direct, having at the time on board said vessel a hunting and fishing outfit, consisting of rifles, shotguns, powder, and hunting and fishing gear, all of which will more fully and at large appear by the certified copies of the original enrollment or registry of said schooner and certified copies of the original clearance papers and outward manifest of said schooner, which are herewith filed, and that the reason why the originals of all of said papers were and are not filed is that all of said original papers were and are in the United States custom-house at San Francisco, Cal.

That said Claus Lutjens, owner of said American schooner *Kate and Anna* as above set forth, was then, and at all the times hereinafter mentioned, the duly acting and qualified master of said schooner, and is now and was at the time when the claim herein set forth had its origin a citizen of the United States of America and of the State of California; that the said schooner *Kate and Anna* on the 1st day of March, A. D. 1892, under command of the said master, and with a good and sufficient crew and a hunting and fishing outfit on board, as aforesaid, did set sail and depart from the said port of San Francisco, bound for the North Pacific Ocean, said vessel being

at that time and at all the times hereinafter mentioned seaworthy and in all respects fit for the voyage which it took as herein mentioned; that the master and crew proceeded with said vessel on their voyage without disaster of any kind until the 12th day of August, A. D. 1892, and that prior to said day and in the open Pacific Ocean, more than 30 miles south of the Commander Islands, and not in Russian waters, had killed and taken 124 seals, worth in the open market $1,767, all of which were caught and killed on the voyage from San Francisco, and more than 30 miles south of the Commander Islands, and not in Russian waters; and that on said 12th day of August arrived at 54° 9′ north, longitude 168° 21′ east, by correct observation, and had not sealed in said place, nor at any place within 30 miles south of said Commander Islands or in Russian waters at all, and no boats being out at said time from said vessel, either for hunting or fishing, and no one from said vessel being either hunting or fishing, and said schooner then sailing in a southwesterly course.

Said latitude 54° 9′ north, longitude 168° 21′ east, by correct observation is more than 30 miles from Copper or Bering Islands on the high seas, and not in Russian waters; when, at said time, and in the latitude and longitude above mentioned, on the 12th day of August, A. D. 1892, as aforesaid, and not being at the time hunting or fishing, and not having at any time fished or hunted seals in Russian waters, but being at said time on a southwesterly course, as aforesaid, the Russian war cruiser *Zabiaca* was at all times herein mentioned a steamer regularly commissioned as a war cruiser, and belonging to the Russian Government, armed for offensive and defensive warfare, and acting under the authority and by the directions of the said Russian Government, steamed toward said schooner and fired a blank charge, which was an order for said schooner to heave-to. I accordingly heaved-to, and said cruiser steamed alongside said schooner, and I was ordered to come on board the cruiser with the schooner's papers; I accordingly went on board with my papers, showed my log book and other papers to the captain of said cruiser, who then ordered me to send my sealskins to said cruiser, to stop sealing, and to go home. I then, under said orders, and being forced to do so by said cruiser, sent on board said cruiser 124 sealskins; and being then fearful of arrest and confiscation of my schooner by said cruiser, I stopped sealing and sailed for San Francisco, at which port I arrived on the 23d day of September, A. D. 1893.

While on board said cruiser *Zabiaca* the captain thereof wrote in my log book the following, to wit:

"Schooner *Kate and Anna* was arrested in 54° 9′ north latitude and 168° 21′ longitude, though not in Russian waters exactly, but she has been sealing at the sealing grounds of Commander Islands. The contraverse could not be witnessed by the log book, so the seals are confiscated, but the vessel was not taken, and got free.

"B. DE LIVRON,
"*Captain of H. S. M. Russian Cruiser 'Zabiaca.'*

"AUGUST 12, 1892."

My original log book, containing said writing by said Russian captain, is now in my possession, and will be produced by me in support hereof when required.

By said wrongful seizure by the Russian cruiser *Zabiaca*, as aforesaid, I have been damaged as follows, to wit: In the sum of $1,767, United States gold coin, by the seizure of the 124 seal skins above set forth, and in the sum of $8,233, United States gold coin, by the breaking up of my voyage from the threats and wrongful armed interference of said Russian war cruiser *Zabiaca*.

That I, as master of said schooner, *Kate and Anna*, duly protested at the time to the captain of said Russian war cruiser against the seizure of said seal skins, and against all the other acts herein complained of; that on the 18th day of October, A. D. 1892, I duly noted a protest against said seizure and said acts with Harry J. Lask, a notary public in and for the city and county of San Francisco, State of California; and on said day, before said notary public, I duly made a regular marine protest.

That the seizure of said seal skins and all of said acts by the said war cruiser, by the officers thereof, and by the Russian officials, were in violation of the law of nations and of the right of citizens of the United States, and in contravention to the treaties existing between the United States of America and Russia, and that this claim is founded upon the principles of international law and the rights which every nation and every person has upon the high seas, and upon the fact that all the above-mentioned acts by the Russian Government and its officials were in violation thereof.

Wherefore I hereby request the interposition of the Government of the United States of America against the Russian Government for the presentation of this claim against said Russian Government.

In witness whereof the above-named claimant has subscribed his name and affixed his seal to this memorial this 28th day of January, A. D. 1893.

CLAUS LUTJENS. [SEAL.]

STATE OF CALIFORNIA, *City and County of San Francisco, ss:*

Claus Lutjens, being duly sworn, says: My true name is Claus Lutjens, although I am sometimes known and designated by the name of Charles Lutjens.

I am the person making and subscribing the above memorial to the Department of State.

I have read the foregoing memorial, and know the contents thereof; it is true of my own knowledge except as to those matters which are therein stated on information and belief, and as to those matters I believe it to be true.

CLAUS LUTJENS.

Subscribed and sworn to by the said Claus Lutjens, known to me to be a credible witness, before me, this 28th day of January, A. D. 1893.

[SEAL.]

HARRY J. LASK,
Notary public in and for the City and County of San Francisco, State of California.

STATE OF CALIFORNIA, *City and County of San Francisco, ss:*

I, M. C. Haley, county clerk of the city and county of San Francisco, State of California, and ex officio clerk of the superior court thereof (which court is a court of record, having a seal), do hereby certify that Harry J. Lask, whose name is subscribed to the annexed instrument, and thereon written, and before whom the annexed oath or affidavit was taken, was, at the time of taking such oath or affidavit, a notary public in and for the city and county of San Francisco, residing in said city and county, duly authorized to take the same, and an officer duly authorized by the laws of said State to take and certify the acknowledgment and proof of deeds to be recorded in said State. And further, that I am well acquainted with the handwriting of such officer, and verily believe that the signature to such jurat or certificate is genuine.

In witness whereof I have hereunto set my hand and affixed the seal of the said superior court, at my office in said city and county, this 31st day of January, A. D. 1893.

[SEAL.]

M. C. HALEY, *Clerk.*

I, Eugene R. Garber, presiding judge of the superior court of the city and county of San Francisco, State of California, do hereby certify that said court is a court of record, having a clerk and seal. That M. C. Haley, who has signed the annexed attestation, is the duly elected and qualified county clerk of the city and county of San Francisco, and was, at the time of signing said attestation, ex officio clerk of said superior court. That said signature is his genuine handwriting, and that all his official acts, as such clerk, are entitled to full faith and credit.

And I further certify that said attestation is in due form of law.

Witness my hand this 31st day of January, A. D. 1893.

EUGENE R. GARBER,
Presiding Judge of the said Superior Court.

STATE OF CALIFORNIA, *City and County of San Francisco, ss:*

I, M. C. Haley, county clerk of the city and county of San Francisco, and ex officio clerk of the superior court of the city and county of San Francisco, State of California, do hereby certify that the Hon. Eugene R. Garber, whose name is subscribed to the preceding certificate, is presiding judge of the superior court of the city and county of San Francisco, State of California, duly elected and qualified, and that the signature of said judge to said certificate is genuine.

In witness whereof, I have hereunto set my hand and affixed the seal of the said court, this 31st day of January, A. D. 1893.

[SEAL.]

M. C. HALEY,
County Clerk and Clerk of Court.

EXHIBIT H.

(Copy.)

LEGATION OF THE UNITED STATES, ST. PETERSBURG,
November 9–21, 1894.

YOUR EXCELLENCY: I am instructed by my Government to present to the Imperial Government the claim of Claus Lutjens, sometimes called Charles Lutjens, an American citizen, owner and master of the American schooner *Kate and Anna.*

It appears that this vessel cleared from San Francisco March 1, 1892, bound for a hunting and fishing voyage to the North Pacific Ocean. That between the 1st day of March, 1894, and the 12th day of the same month, the captain and crew caught and killed, on the voyage and on the high seas, and not in Russian waters, 124 seals, worth $1,767, and that on the 12th of March, 1892, when in latitude 54° 9′ north, longitude 168° 21′ east, on a southwesterly course, more than 30 miles from Copper or Bering Islands, on the high seas and not engaged in fishing or hunting in Russian waters, this vessel was stopped by the Russian war cruiser *Zabiaca*. The captain was forced to go on board the cruiser, his seal skins were taken from him, and he was ordered to take his vessel back to San Francisco.

For this loss and interruption the claim of $10,000 is presented to the Imperial Government, and attention is called to a copy of the memorial of the claimant inclosed herewith.

Following the instructions of my Government, I have the the honor to request of your excellency that early attention be given to this matter.

I avail myself of this occasion to renew to your excellency the assurance of my most distinguished consideration.

CLIFTON R. BRECKINRIDGE.

To His Excellency M. DE GIERS,
Imperial Minister of Foreign Affairs, etc.

EMBASSY OF THE UNITED STATES, ST. PETERSBURG.

I certify that the document hereto annexed, namely, a note of the United States minister to Russia to the Russian minister for foreign affairs, dated St. Petersburg, November 9/21, 1894, is a true copy from the files of this embassy.

In witness whereof I, Herbert H. D. Peirce, charge d'affaires of the United States, have hereto subscribed my name and affixed the seal of the embassy of the United States.

Done at the embassy of the United States in the city of St. Petersburg, Russia, this 18th day of September, A. D. 1900.

[SEAL.]

HERBERT H. D. PEIRCE.

EXHIBIT I.

[Translation.]

No. 3498.]

MINISTRY FOR FOREIGN AFFAIRS,
ASIATIC DEPARTMENT,
August 26, 1895.

Mr. ENVOY: I did not fail to report to the competent quarter the contents of your note of November 9/21, 1894, relative to the affair of the confiscation by the Russian war cruiser *Zabiaca* in the month of August, 1892, of 124 seal skins on the American schooner *Kate and Anna*.

According to a communication which I have just received from the imperial ministry of marine the commander of the *Zabiaca* believed himself to be justified in making this confiscation, inasmuch as, having encountered the schooner at a distance of 30 miles to the south of the Commander Islands, it was shown that the log book had not been kept up for ten days, and that the chart of the voyage bore marks which indicated that during these ten days she had twice been in the channel between Bering and Medny islands.

He concluded that the seals had been killed in Russian waters, and, in confiscating the skins in question, finding no other supporting evidence, he released the schooner, but required of the captain an engagement, signed by him, not to kill seals in Russian waters. Mention was made of this engagement in the log book. According to the statement of the commander of the *Zabiaca* no claim was made at the time by the captain of the schooner.

In view of the above-stated facts and the good faith of the commander of the *Zabiacu* being beyond doubt, it is clear that indemnity to the captain of the schooner *Kate and Anna* could only be due for the 124 seal skins confiscated upon his proving that the seals in question were killed outside the limits of Russian waters.

As to the claim of $8,233 for loss sustained, owing to the measures taken by the commander of the *Zabiaca*, that can not be taken into consideration, inasmuch as the *Kate and Anna* was not prevented from continuing her hunting outside the prohibited waters.

Please to accept, Mr. Envoy, the assurance of my most distinguished consideration.

CHICHKINE.

Mr. CLIFTON BRECKINRIDGE, *Envoy, etc.*

EXHIBIT J.

Identical with Exhibit T, *Cape Horn Pigeon.*

EXHIBIT K.

Identical with Exhibit V, *Cape Horn Pigeon.*

EXHIBIT L.

Chart of Bering Sea—Identical with Exhibit L, *C. H. White.*

EXHIBIT M.

Identical with Exhibit C C, *Cape Horn Pigeon.*

EXHIBIT N.

Identical with Exhibit E E, *Cape Horn Pigeon.*

EXHIBIT O.

Identical with Exhibit F F, *Cape Horn Pigeon.*

EXHIBIT P.

[In the matter of the claim of Charles Lutgens against the Russian Government for the seizure of certain seal skins from the schooner *Kate and Anna.*]

STATE OF CALIFORNIA, *City and County of San Francisco, ss:*

On this 20th day of November, 1900, before me, William T. Hess, a notary public in and for the city and county of San Francisco, State of California, duly commissioned, and by law authorized to administer oaths in said city, county, and State, and not in any way interested in the above claim, and not being the agent or attorney for any person interested in the above claim, personally appeared Charles Lutjens, personally known to me to be a credible witness, and being first duly sworn, says:

My full name is Charles Lutjens, sometimes also called Claus Lutjens; my age is 59 years; my place of birth is North Germany; I am a citizen of the United States; my residence is Alameda, Cal.; my occupation, master mariner; my residence at the time the events took place in relation to which my testimony is given was San Francisco; my occupation at that time was master mariner. I am the claimant above named, and am, and was at the date of the seizure of the said schooner *Kate and Anna,* the owner thereof. I produce herewith the log book or original book of entry of said schooner *Kate and Anna,* which is marked "Exhibit A," and duly certified by the notary. The said log book is in the handwriting of Jim Crew, mate of said schooner *Kate and Anna,* who is now deceased. I know the handwriting of said Jim Crew. I have seen him write many times, and know his handwriting well, and on the voyage I frequently saw him make entries in said log book, and the facts in relation to this log book are exclusively within my knowledge since the death of said mate, Jim Crew. I was on said schooner *Kate and Anna* acting as captain and master thereof during the voyage of said schooner, commencing March 2, 1892, at

which time we left the port of San Francisco, and up to the time of the return of said schooner to the said port of San Francisco, and particularly at the date of the seizure of said seal skins by the Russian war cruiser *Zabiaca*, August 12, 1892. No entries were made in said log book subsequent to said seizure. The entries in said log book were each made at the date that they severally purport to have been made by said mate, Jim Crew, under my directions, and each of said entries in said log book is true of my own knowledge; and the statement contained in said log book purporting to be signed by B. de Livrein, captain, and reading as follows:

"Schooner *Kate and Anna* was arrested in 54° 9′ N. lat. and 168° 21′ long., though not in Russian waters exactly; but she has been sealing at the sealing grounds of Commodore Islands. The contraverse could not be witnessed by the log book, so the seals are confiscated; but the vessel was not taken, and got free.

"B. DE LIVREIN,
"*Captain of H. I. M.'s Russian Cruiser Zabiaca.*

"AUGUST 12, 1892."

was at the date thereof, to wit, August 12, 1892, by the said B. de Livrein signed and executed, and is and was actually written by him in my presence in the cabin of the said Russsan cruiser *Zabiaca*.

As will appear by said log book, during said voyage we had caught 1,376 seals, 124 of which were seized by said Russian cruiser *Zabiaca*, and the other 1,252 seal skins had been, previous to said seizure, by me discharged at Hakodate, Japan, and shipped to London, England, and there sold in open market for the sum of $14 each, net. I estimate that had it not been for the seizure of said skins and the orders of the captain of said Russian cruiser *Zabiaca*, ordering me to cease sealing, as is more fully set forth in my memorial on file herein, that up to September 15, 1892, during which time the sealing season would have lasted, and which would have been the best month for sealing, the probable catch of said schooner *Kate and Anna* would have been at least 625 seal skins in addition to those seized, which would have netted the same price as the other seal skins sold by me as aforesaid, to wit, $14 each, or the sum of $8,750, and that I was then and am damaged to the amount of $8,750 by the breaking up of my voyage by the Russian cruiser *Zabiaca*, in addition to the value of the skins seized as set forth in my memorial herein. I further state that the schooner *Kate and Anna* carried 4 hunting boats and a full equipment of hunters and sealers to man said boats.

CHARLES LUTJENS.

Subscribed and sworn to before me this 20th day of November, 1900.

W. T. HESS,
Notary Public in and for the City and County of San Francisco, State of California.

STATE OF CALIFORNIA, *City and County of San Francisco, ss:*

I, Wm. A. Deane, county clerk of the city and county of San Francisco, State of California, and ex officio clerk of the superior court thereof (which court is a court of record, having a seal), do hereby certify that W. T. Hess, whose name is subscribed to the annexed instrument, and thereon written, and before whom the annexed oath or affidavit was taken, was at the time of taking such oath or affidavit a notary public in and for the city and county of San Francisco, residing in said city and county, duly authorized to take the same, and an officer duly authorized by the laws of said State to take and certify the acknowledgment and proof of deeds to be recorded in said State. And further, that I am well acquainted with the handwriting of such officer, and verily believe that the signature to such jurat or certificate is genuine.

In witness whereof I have hereunto set my hand and affixed the seal of the said superior court, at my office in said city and county, this 23d day of November, A. D. 1900.

WM. A. DEANE, *Clerk.*

[Seal of the superior court.]
(10-cent stamp.)
11/23/1900.
W. A. D.

EXHIBIT Q.

[In the matter of the claim of Charles Lutgens against the Russian Government for the seizure of certain seal skins from the schooner *Kate and Anna*.]

STATE OF CALIFORNIA, *City and County of San Francisco, ss:*

On this 19th day of November, 1900, before me, William T. Hess, a notary public in and for said city and county of San Francisco, State of California, duly commissioned and authorized by law to administer oaths in said city, county, and State, and not interested in anywise in said claim, and not being the agent or attorney of any person interested in said claim, personally appeared George E. Dodge, personally known to me to be a credible witness, who, being first duly sworn, deposes and says:

My age is 38 years; I was born at San Francisco, Cal. My residence is now, and was at the time the events took place in regard to which I am testifying and deposing, at San Francisco, Cal. My occupation is now butcher; my occupation at the time the events took place in regard to which I am testifying and deposing was butcher; but I was then, and prior thereto, and subsequently thereafter, managing owner and part owner of sealing vessels and otherwise interested in the sealing business. I am not interested directly or indirectly in the said claim, nor have I any contingent interest in the same. I am not the agent or attorney of the claimant making the above claim nor of any person whatever interested therein. I will not be entitled to receive any part of any sum which may be awarded under said claim to said claimant. I have been engaged in the sealing business as aforesaid since 1884, and am now interested in said business, and during that time I have been managing owner and part owner of the following-named vessels engaged in the sealing business, viz, *City of San Diego, Vanderbilt, C. G. Wilson, Ellen, Bowhead,* and *Active.* I know the probable number of seals which a well-equipped sealing vessel would have captured in 1892. I know the schooner *Kate and Anna* well, and knew said schooner in 1892. I knew Charles Lutgens was in every way well acquainted with the sealing business and fully competent for the purpose, and that the *Kate and Anna* was well equipped for the sealing business, and that the crew and hunters were skilled in said sealing business; and I know that during the years from 1890 to 1896, while the said Charles Lutgens was acting as master of said schooner *Kate and Anna,* the said vessel under his management captured fully as many seals in proportion to its size and equipment as any other vessel clearing from the port of San Francisco. I know that in the season of 1892 seals were plentiful from August 12, 1892, to the end of the season of 1892, and I know that during that season seal skins were worth in London as high as $14 each. I firmly believe and do depose and say that during the remainder of the sealing season of 1892, after August 12, 1892, the *Kate and Anna* would be reasonably expected to capture and catch at least 625 seals, and that the value of the seal skins so caught would have been $8,750; and I place the probable catch of seals by the *Kate and Anna* for the remainder of the season of 1892, after August 12, 1892, at 625, and the probable value thereof at $8,750.

GEO. E. DODGE.

Subscribed and sworn to before me this 20th day of November, 1900.

W. T. HESS,
Notary Public in and for the City and County of San Francisco, State of California.

STATE OF CALIFORNIA, *City and County of San Francisco, ss:*

I, Wm. A. Deane, county clerk of the city and county of San Francisco, State of California, and ex officio clerk of the superior court thereof (which court is a court of record, having a seal), do hereby certify—

That W. T. Hess, whose name is subscribed to the annexed instrument, and thereon written, and before whom the annexed oath or affidavit was taken, was, at the time of taking such oath or affidavit, a notary public in and for the city and county of San Francisco, residing in said city and county, duly authorized to take the same, and an officer duly authorized by the laws of said State to take and certify the acknowledgment and proof of deeds to be recorded in said State. And further, that I am well acquainted with the handwriting of such officer, and verily believe that the signature to such jurat or certificate is genuine.

In witness whereof I have hereunto set my hand and affixed the seal of the said superior court, at my office in said city and county, this 23d day of November, A. D. 1900.

[Seal of the superior court.]

WM. A. DEANE, *Clerk.*

[10-cent stamp.]
11/23/1900.
W. A. D.