

Judgment of the Lords of the Judicial Committee of the Privy Council on the Appeal of Dionissis v. Our Sovereign Lady the Queen and others, from the Vice-Admiralty Court at Antigua; delivered 26th June, 1865.

Present:

JUDGE OF THE ADMIRALTY COURT.
LORD JUSTICE KNIGHT BRUCE.
LORD JUSTICE TURNER.

THIS is an Appeal by the owner of the brig "Laura," and of her cargo, from a Decree of the Vice-Admiralty Court at Antigua, bearing date the 7th of July, 1862, condemning the brig and her cargo as forfeited for breach of the laws for the suppression of the Slave Trade. This vessel, which was built in the Southern States of North America, was purchased by Nicholas Dionissis, the Appellant, at Havanna, in the month of October 1861. She took on board some cargo at Havanna, and sailed from that port for the Island of St. Thomas on the 30th of November, 1861. She reached St. Thomas on the 1st of January, 1862, took on board some further cargo there, and sailed from that island for the Island of St. Bartholomew's on the 20th of January, 1862. On that same 20th of January, 1862, she was captured by Her Majesty's ship "Cadmus," and carried to the Island of Antigua, where she was condemned as above mentioned.

We shall presently enter into the details of this case, so far as in our judgment they are material to be considered; but before doing so, it may be well to notice some points which are common to all cases of this description, and some considerations which apply only to this particular case.

To be in any way concerned in the Slave Trade is a highly criminal offence, and the laws for the suppression of the trade are of a very penal character, affecting both the persons and the property of those who venture to embark in so nefarious a traffic. The proof of the infringement of these laws must, therefore, rest upon those who allege that they have been infringed. This is the rule of law which applies universally to cases of criminal offences, and there is no exception to this rule in cases of offences against the laws for the suppression of the Slave Trade. Offences against these laws may no doubt be established, as offences against other laws may be established, by circumstantial evidence; but the circumstances brought forward to establish the offence must be such as do not end in suspicion merely. They must be such as to satisfy a reasonable mind that the suspicion is well founded, and that the offence has been committed. Again, it must be observed that most, if not all, of the articles of merchandize which are employed for the purposes of the Slave Trade are also capable of being employed for the purposes of lawful commerce; and that in these cases, therefore, it is not sufficient to consider merely what are the cargoes of the vessels accused of being implicated in the unlawful trade, but all the circumstances of each particular case, and more especially the locality in which the vessels may be found, must be taken into consideration.

It is obvious that vessels laden with cargoes capable of being employed either in the unlawful trade or in lawful trade, cannot when found at a distance from the coast of Africa, where the cargoes, if intended for the unlawful trade, would come into use, be looked upon with the same degree of suspicion as they would justly be subject to if found in immediate proximity to that coast. These are considerations which apply generally to all cases of this description.

As to this particular case, in addition to the details to which we shall presently refer, it is to be observed that before this Decree was pronounced the case had been investigated, both in the Police Court at St. Thomas', and in the Criminal Court at Antigua, where the Appellant and some of the crew of the vessel were indicted for felony

under the Acts on which this case proceeds, and that nothing unfavourable to the Appellant's case appears to have been elicited upon the investigation in the Police Court, and upon the trial in the Criminal Court the Appellant and the crew were acquitted. With these preliminary remarks we proceed to consider the details of the case. It will be convenient to consider them under three heads. 1st. Such of them as relate to what passed at Havanna; 2ndly. Such of them as relate to what passed at St. Thomas; and 3rdly. Such of them as relate more particularly to the special grounds on which the Respondent's case is rested, so far as we think it necessary to enter into those grounds.

First, then, as to the details of what passed at Havanna. The case, as we collect it from the evidence, stands thus: the Appellant, who is an Ionian by birth, and has been a sailor from a very early period of his life, had for about eighteen years before the year 1861 sailed and traded between North America and the islands in the West Indies and the coasts of Mexico, the Caribbean Sea and Central America, as far as Rio Janeiro, and in the course of these years he had made frequent voyages between New Orleans and Cuba, his family for the few last of these years residing at New Orleans. In the latter end of August or beginning of September 1861 he came from Mexico to Havanna, and on his arrival at Havanna found several vessels lying there unemployed and for sale, in consequence, as it would appear, of the war then raging between the Northern and Southern States of North America. He was desirous of purchasing one of these vessels, and after examining several of them determined to purchase the vessel which is the subject of this Appeal, and is now called the "Laura," but was then called the "Ida Raynes." He negotiated for this purchase with a person named Pertusio, who was the agent for the sale of the vessels, and is alleged on the part of the Respondents to have been extensively engaged in the Slave Trade; ultimately he agreed with Pertusio to purchase the vessel for 5,500 dollars. On the 17th of October, 1861, he paid to Pertusio 4,500 dollars on account of the purchase-money, and he afterwards paid the balance of the purchase-money. On the 24th October, 1861, the vessel was assigned to him by a bill of sale of that date.

Pending the negotiation for this purchase, he was desirous of obtaining for the vessel a British certificate of registry for the purpose, as it would seem, of securing to himself the benefit of a neutral flag, and he accordingly applied to Mr. Crawford, the British Consul in Cuba, for this certificate. Mr. Crawford after some demur, on the 25th October, 1861, granted him a provisional certificate for the vessel to continue in force until the 25th April, 1862, or until the arrival of the vessel at some port where there was a British Registrar, whichever should first happen; and in the declaration of ownership appended to this certificate, the Appellant declared that he was a British subject born at Cerigo, and that he had never taken the oath of allegiance to any foreign State. Having completed the purchase of the vessel he proceeded to obtain a crew for her, and the crew were engaged through the shipping master of the port, according to the custom of the place. On the 18th November, 1861, the ship's articles were signed by him and by the crew before the British Vice-Consul, by whom the articles seem to have been prepared. He also, after he had purchased the vessel, had her thoroughly cleared out, and purchased some cargo for her, consisting of a very large quantity of rum, which he bought of Pertusio, and of some cigars, sugars, and sweets. He sailed from Havanna on the 30th of November, 1861, as we have already stated. Before this time, however, Mr. Crawford, the British Consul in Cuba, had become suspicious that the vessel was about to be employed in the Slave Trade, and he accordingly required security from the Appellant against the vessel being so employed. The security was in consequence given by the Appellant and Don Pedro Garvalena, who joined in a bond to the Crown, whereby they became bound in the sum of 25,000 dollars, with a condition for making void the bond if the vessel should not be employed in the illegal traffic of negroes at the coast of Africa, or in the Slave Trade. Don Pedro Garvalena, it appears, joined as security in this bond at the instance of Pertusio. Mr. Crawford also, in consequence of the suspicions entertained by him on the 30th November, 1861, addressed a letter of that date to Mr. Lamb, Her Majesty's Consul-General at St. Thomas, which was in these terms :—

" Sir, " *Havanna, November 30, 1861.*

" I beg leave to inform you that the British brig 'Laura,' 303 tons, Dionissis master, cleared to-day from this port for St. Thomas, with a cargo consisting of 416 pipes rum, 11 boxes sugar, 150 lbs. coffee, and 9,000 cigars, and that, owing to the peculiar nature of her cargo, and other circumstances connected with the vessel, my suspicions have been aroused as to the ultimate destination of the 'Laura,' and I have obliged the master and owner, Dionissis, to give bond for 25,000 dollars that his vessel shall not be employed in the African Slave Trade.

" I have been assured that the 'Laura' will proceed direct to your port, in the first instance, and I presume that Dionissis will sell or make the vessel over there to other parties, and will then apply to you for a certificate that he has ceased to be owner, so as to cancel therewith the bond granted at this place.

" The 'Laura' was formerly the American brig 'Ida Raynes,' and was sold here to Dionissis, who, being an Ionian, applied for and obtained a provisional certificate of British registry.

" You are no doubt aware that it is impossible to obtain legal proofs of anything connected with slave-trading operations at this place, and that the vessel having been duly cleared at the Custom-house, there was no reason for detaining her here; but as I feel confident that the 'Laura's' ultimate destination is the coast of Africa, you will see the necessity there is for watching her at St. Thomas, and of preventing her sailing under British colours without satisfactory bond being given that no illegal voyage is intended.

" I shall send a description of this vessel to Her Majesty's Government, to serve, in case she is fallen in with by any of our cruisers.

" Jos. T. CRAWFORD,
" *Consul-General in Cuba.*"

The grounds of Mr. Crawford's suspicions are, however, more fully developed in a letter written by him to the Queen's Advocate in Antigua, dated the 8th of March, 1862, and which was as follows:—

" Sir, " *Havanna, 8th March, 1862.*

" In answer to your letter of the 27th January—

" 1. I have the honour of inclosing to you herewith one of the bonds entered into by Nicolas Dionissis, master and owner of the British brig 'Laura,' together with Don Pedro Garvalena, of this city, merchant, conditional that said vessel should not be engaged in Slave Trade.

" You will notice that this bond is signed by the parties before two witnesses, and duly executed before me in my capacity of Consul-General, so that there is no occasion for any magisterial certificate.

" The suspicions which gave rise to my exacting the bond from Dionissis were—

" 1st. The unusual cargo laden on board the 'Laura,' to be carried to an island in the West Indies, and the cargo being precisely such as is usually laden by vessels proceeding to the coast of Africa to be engaged in the Slave Trade.

"2nd. The antecedents of the master with regard to his having been engaged in the Slave Trade. His having been on board of the celebrated slaver 'Wanderer,' said to have been the master that went in that vessel to the coast of Africa from this port.

"Dionissis's connection and intimacy with Don — Pertusio, a notorious agent and outfitter of slavers at this place. And

"Lastly. Private information which I had, that although said Dionissis might not himself proceed in the 'Laura' to the coast of Africa to engage in the Slave Trade, the vessel would be transferred at San Thomas or elsewhere, and that a person who was to be the master accompanied said Dionissis from hence, and would take the command upon the 'Laura's' being so transferred.

"2. I inclose to you a certificate of the cargo which was cleared at this Custom-house on board the 'Laura,' under the seal and official signature of the proper officer duly certified by me.

"3. I also transmit to you a certified copy of the declaration of ownership by Nicolas Dionissis, wherein he states that he is a subject of Her Majesty, born at Cerigo, in the Ionian Islands, and that he has never taken the oath of allegiance to any foreign State.

"There is no doubt in my mind as to the destination and ulterior employment of the brig 'Laura.'

"I wrote to Mr. Consul Lamb, of Saint Thomas, to watch her, and it appears, by what has become known, that the 'Laura' took on board at that place a large quantity of provisions, and the materials for erecting a slave-deck; and it is certainly very unaccountable that, with such a lading, she should have been proceeding to San Bartholomew's.

"Doubtless Captain Hillyar had the 'Laura' carefully searched before capturing her and taking her into Antigua.

"I would suggest that the casks cleared here as being filled with rum, be thoroughly examined; it may be that they are not filled with rum, but are, in truth, casks and barrels of water—a dodge not unfrequently resorted to by slavers to facilitate the shipment of a sufficiency of water, because, as there is no export duty on rum, there is no inspection of the contents of casks at the time of shipment.

"If it results that many of the casks or barrels on board the 'Laura' are full of water, condemnation must follow under the provisions of the Treaty with Spain for suppression of the Slave Trade, 1835. See Instructions to Naval Officers, 12th June, 1844, page 343.

"JOS. T. CRAWFORD,
"Consul-General in Cuba."

It does not very clearly appear whether this letter, although printed in the Appendix, was actually received in evidence in the Court at Antigua, but we may conveniently refer to it, as upon the cross-examination of the Appellant questions were put to him as to the several grounds of suspicion stated in this letter. These questions, and the

answers given to them by the Appellant, were as follows:—

“Question. Did not Mr. Crawford state to you that one of the reasons for exacting the bond was the unusual cargo laden on board the ‘Laura’ to be carried to an island in the West Indies, and the cargo being precisely such as is usually laden by vessels proceeding to the coast of Africa to be engaged in the Slave Trade?”

“Answer. He did not express himself in such words. When I asked him why he should require a bond from me, he told me that the peculiarity of the cargo which he heard was put on board, and some other rumours, obliged or determined him to charge me with such a heavy bond. The word used was determined. He never said anything to me that I recollect about taking such a cargo to the West Indies. He said on account of the cargo and some rumours he thought I was going to the coast of Africa. I told him that I was not going to the coast of Africa—never had such an idea.

“Question. Did not Mr. Crawford state that another of his reasons for exacting the bond, was from your antecedents as having been engaged in the Slave Trade? and from your having been on board the celebrated slaver ‘Wanderer,’ of which you were said to have been the master when that vessel went to the coast of Africa from the port of Havanna?”

“Answer. If Mr. Crawford said that to me at Havanna, I would make him pay pretty dearly for it, or else he had to prove it. But he told me another reason besides the one I mentioned before, that he, Mr. Crawford, did not believe that I was going in the brig ‘Laura’ no further than the Salt-Key Banks, which is at the entrance at the Gulf of Florida and the Bahama Old Channel; and that he thought that I should give up the vessel at Salt-Key Bank to somebody else, and return back to Havanna in a few days. Mr. Crawford did not state anything about being engaged in the Slave Trade, and never mentioned the ‘Wanderer’ to me. I do not know anything about the slaver ‘Wanderer.’ I knew a yacht ‘Wanderer,’ belonging to New Orleans, owned by Commodore Johnson—a rich planter called Commodore Johnson. I saw her several times at New Orleans, and I have seen her at New York. I never saw her at Havanna, but I heard she was at Havanna, and lately I heard she was taken by the Northern cruisers on account of her being a Southern vessel, and turned into in a Northern man-of-war or gunboat. I have been on board of her at New Orleans, when she first arrived there. Commodore Johnson gave a ball on board some long time ago; I don’t recollect the time; some four or five years ago. I was invited among the guests, and there were from 150 to 200 persons on board; it was a dinner and ball. I never was master of the ‘Wanderer;’ never sailed on board any vessel of that name.

“Question. Did not Mr. Crawford state that another of his reasons for demanding the bond was your connection and intimacy with Pertusio, who was known at Havanna as a notorious agent and outfitter of slavers at Havanna?”

“Answer. I never understood him to say so; when I brought the two first securities to him, he said after refusing them, ‘It is strange that Mr. Pertusio cannot procure a good security, he

knows almost everybody in this place.' That's all I recollect he said about Mr. Pertusio."

We pause here to consider the effect of the evidence as to this part of the case. We find nothing in the evidence to contradict the statements made by the Appellant upon his cross-examination. There is no evidence whatever that the Appellant had ever been engaged in the Slave Trade, or had ever had anything to do with the slaver "Wanderer," or any other slaver, or even that Pertusio had been in any way concerned in the trade; and, certainly, there is nothing to show that if Pertusio had been so concerned the Appellant was aware of it. There is nothing, so far as we can find, to lead to suspicion in the antecedents either of the Appellant or of the vessel. The crew of the vessel appears to have been engaged, and the ship's articles signed, according to the ordinary course of such business. It was suggested, on the part of the Respondents, that the Appellant was not, in fact, the real purchaser of this vessel, but we see nothing in the evidence to support this suggestion. The Respondents relied much upon the false statement by the Appellant in the certificate of registry that he was a British subject; but surely the British Consul was much more competent to judge of the question of the Appellant's nationality than the Appellant himself could be, and the British Consul, after consideration, granted the certificate. The Respondents also relied greatly on the character of the cargo shipped at Havanna as being unfit for sale at St. Bartholomew's, or any other of the West India Islands. We shall presently have occasion to refer more fully to this subject, but at present it is sufficient to state that, although, no doubt, a further voyage was intended in case the cargo of the vessel could not be sold in the West India Islands, the character of the cargo does not seem to us to furnish any just inference that in the event supposed the vessel was intended to go to the Coast of Africa rather than to break the blockade, to which the Southern States of North America were then subject, by proceeding to St. Helena Sound, or some other of those ports, a destination which is suggested by the evidence. If, therefore, the case had rested here we cannot doubt that our decision upon it must have been in favour of the Appellant.

We proceed, then, to consider the second head, the details of what passed at St. Thomas. What occurred at this place appears, by the evidence, to have been, that a large quantity of additional cargo was taken on board, consisting, for the most part, of provisions of different descriptions; but in part, also, of a great variety of miscellaneous articles, amongst others, of earthenware, paints, paper, some demijohns, corks, 1,000 fire-bricks, 70 boards (2,098 feet), 299 white pine boards and 50 scantlings (1,276 feet); some iron was also taken on board at this place, from a vessel called the "Globe," which was lying in the port. A carpenter from the "Globe" was also for several days employed on board the vessel; and immediately before the vessel sailed from St. Thomas' for St. Bartholomew's, two persons not on the list of the crew were taken on board, and they sailed with the vessel for St. Bartholomew's.

Now the character of the cargo taken on board at St. Thomas' certainly does not, of itself, cast any suspicion upon the purpose for which the vessel was intended to be employed; on the contrary, it rather tends, as it seems to us, to remove any suspicion which might have attached to the vessel in consequence of the cargo shipped at Havanna. It is only in connection with other circumstances to which we shall presently refer that the cargo shipped at St. Thomas' can, in our opinion, have any bearing upon the case. We therefore postpone, for the present, any further observations upon it. We postpone, also, any observations upon the employment of the carpenter on board the vessel during her stay at St. Thomas', as this fact seems to us to bear only upon the alterations in the vessel which we shall also presently notice.

We may, however, now conveniently dispose of that part of the case which relates to the two persons taken on board at St. Thomas'. Both these persons have been examined; and as to one of them, Castell, we are satisfied, both from his evidence and from the other evidence in the cause, that he was taken on board only for the purpose of piloting the vessel into St. Bartholomew's. As to the other of these persons, Bauen, we are not so well satisfied with his evidence, nor do we consider it to be clearly established that he was, as the Appellant has stated, taken on board as a passenger merely; but, on

the other hand, his evidence is to a great extent uncontradicted, and the testimony of one, at least, of the witnesses who impeach it (we refer to the witness Jones) is, to say the least, worthy of no credit; and we may add that there are details to be found in his evidence which, if untrue, might well have been contradicted. We do not think, therefore, that his evidence, although not to be completely relied on, can be wholly disregarded; but assuming that it could, and that he was taken on board as carpenter, and not as passenger, and even assuming, as suggested in the argument on the part of the Respondents, that he was the carpenter who in the first instance came on board the vessel from the "Globe," it does not seem to us that these considerations would materially affect the case. It would, we think, be going much too far to infer that the vessel was intended to be employed in the Slave Trade, from the fact of a carpenter having been taken on board her, even coupling that fact with the cargo found on board. The case, therefore, as it stood at St. Thomas' does not thus far, at least, seem to us to be more favourable to the Respondents than as it stood at Havanna. As to what passed between the time of the vessel leaving St. Thomas' and the time of the capture, we do not think there is anything material to be observed upon. The Respondents, indeed, attempted to raise some suspicion, upon the ground of the vessel having changed her course when pursued by the "Cadmus," but this suggestion seems to us to be quite unworthy of notice. Much more might have been said if she had not changed her course, as her original course might, it appears, have taken her out of the reach of capture. We proceed, then, to consider the special grounds on which the Respondents' case is rested, so far as we deem it necessary to enter into them. The Respondents, first, rely upon the construction and fittings of the vessel. The principal points on which they rest their case in this respect are, that in this vessel there are three hatches,—the fore hatch, the main hatch, and a third hatch aft the main hatch, which in these proceedings, and in the course of the argument before us, has been called the booby hatch; being, as we understand, a hatch or opening in the deck having a cover over it. That, besides these hatches, this vessel has two scuttles, and

that there are stringers or beams running fore and aft along the whole length of the sides of the vessel, at the distance of about six feet below the vessel's deck. They say that in ordinary merchant-vessels there are not more than two hatches, the fore hatch and the main hatch, and there are no stringers: that the booby hatch and one, at least, of the scuttles were not in the vessel when she was built, but have been cut out of the deck since the vessel was built, and since she was purchased by the Appellant, and that the booby hatch is not constructed as ordinary hatches are, and was not made and is not adapted for cargo purposes; and amongst other circumstances tending to cast a suspicion on this booby hatch, they point to its cover having been made capable of being opened or shut by means of slides. They insist that the booby hatch and its cover, and the scuttles, have been put into the vessel for the purpose of affording better ventilation for slaves to be lodged in her hull; and that the stringers have been introduced for the purpose of supporting a slave deck intended to be laid on scantlings placed across the vessel, and resting on these stringers. The Appellant, on the other hand, insists that the three hatches, the scuttles, and the stringers, are commonly to be found in merchant-vessels built in America, and that the booby hatch was in the vessel when he purchased it, and was made and is adapted for cargo purposes. There is a vast mass of evidence bearing more or less directly upon all these points, but without entering into the details of this evidence, it will be sufficient for us to state what, in our opinion, is the result of it.

We are of opinion that the evidence establishes, beyond all doubt, that the three hatches and the scuttles are commonly to be found in American-built merchant-vessels, and that the booby hatch was capable of being used for cargo purposes. It appears, indeed, that it has in fact been so used by the crew of the "Cadmus" in loading or unloading the vessel at Antigua; but we think that the evidence does not satisfactorily prove that this booby hatch was made before the Appellant purchased the vessel, or that it is constructed as hatches are usually constructed.

The balance of the evidence on these points seems to us to be in favour of the Respondents; but

assuming it to be so, and even assuming further that this hatch was constructed as it is for the purpose of better ventilation, we do not think that these circumstances materially affect the question we have here to decide, for we think that the evidence clearly proves that in merchant-vessels employed in the ordinary course of trade, and more particularly in such vessels when employed in conveying sugar, which would certainly not be an unusual cargo for vessels trading in the West Indies, it is of great importance that the holds of the vessels containing the cargo should be effectually ventilated, and we do not think that the adoption of a mode of ventilation different from that which is ordinarily used would justify the presumption that the purpose of the ventilation was different from its ordinary purpose.

The other points as to the construction and fittings of the vessel, on which the Respondents relied, are of so trifling a nature that we do not think it necessary to observe upon them.

Another point on which the Respondents rested their case was the character of the cargo of this vessel. The articles of the cargo mainly relied upon on the part of the Respondents, as affording evidence that this vessel was intended to be employed in the Slave Trade, were the scantling and the white pine boards, the fire bricks, and the iron. The scantling and the white pine boards must, it was said, have been intended for laying a slave-deck, suspended on the stringers, at the distance of six feet below the vessel's deck, and the fire-bricks and iron for constructing an additional stove to cook for the slaves.

These suggestions appear to us to savor much more of ingenious conjecture than of just inference. They are, we think, displaced by the evidence in the cause.

As to the scantlings and white pine boards, the evidence satisfies us that the scantlings were not ordered to measurement, and were not measured. They were shipped as they had been cut from the forest. There is, besides, abundant evidence that lumber of this description is an ordinary article of trade in the West India Islands; and as to the fire-bricks and iron, independently of the evidence as to the iron having been procured for the purpose of ballasting boats, it cannot surely be sup-

posed that 1,000 fire-bricks could have been purchased for the purpose of constructing a stove. We may add as to the Respondents' case upon the cargo, that Spurrell, one of their witnesses, enumerates the articles of which the cargoes of vessels employed in the Slave Trade are generally composed, and that in his enumeration there are contained a variety of articles none of which were found in the cargo of this vessel. A further point on which the Respondents rested was the appliances for water contained in the vessel, and the quantity of water which was found in her; but as to the tanks, the principal part of these appliances, it is not even suggested that they were introduced into the vessel after the Appellant purchased her, and as the vessel does not appear to have been employed in the Slave Trade before she was purchased by the Appellant, the fact of these tanks being found in her can afford no evidence that she was intended to be employed in that trade; and as to the quantity of water found in the vessel, the evidence, although it shows that the quantity was large, does not in our opinion justly lead to the conclusion that the vessel was destined for the Coast of Africa rather than for any other lengthened voyage, to which the difficulty of selling the cargo at the Island of St. Bartholomew might lead. The Respondents also rested much upon this, that there were found on board this vessel a variety of charts, and amongst others, several charts of the Island of Cuba, and one of the Coast of Africa, with tracks delineated upon it. This was certainly a matter requiring explanation, and the evidence, as we think, affords a reasonable explanation of it. Charts would of course be required for navigating the vessel, and there is no trace of there having been any on board the vessel when she was purchased by the Appellant.

The circumstances under which these charts were procured are stated by the Appellant to have been, that he could not procure on shore at Havanna charts by which the vessel could be worked, and he therefore desired the mate to procure them from the shipping in the port, and the mate O'Sullivan confirms this statement, and adds, that he procured the charts from the shipping, mentioning the persons from whom he procured them.

There is no contradiction to this evidence. The Appellant, indeed, does not appear to have been asked a question on the subject, and the cross-examination of the mate upon it tends to confirm his evidence in chief. If the charts could have been procured on shore at Havanna, the Respondents could have proved that fact. They have given no such proof. There was evidently no concealment of these charts. They were lying in the cabin in rolls during the time the vessel was under seizure. There is, besides, abundant evidence to show that vessels commonly carry charts of seas in which they have never been, and to which they have no intention of going. Spurrell, the Respondent's witness, states that he has charts of the coast of Africa on board his ship, and several other masters of ships state also that they have such charts on board their ships. Looking, then, to the special grounds on which the Respondents' case is rested, we have come to the conclusion that the evidence adduced by them is insufficient to support those grounds; but then it was strongly urged on their part that their evidence was, at least, sufficient wholly to discredit the case set up by the Appellant, and, possibly, if the Appellant's case had rested on his own testimony only we might have adopted this view, but the Appellant's case is so strongly confirmed, at least as to many of the material points, by other and independent testimony which the Respondents have failed to displace, that we cannot see our way to yield to this argument on their part. We observe that the learned Judge from whose Decree this Appeal is brought, has in his very able and elaborate Judgment (for, although we differ from the learned Judge in his conclusions, his Judgment is fully entitled to be characterized as both able and elaborate) adverted to there being some difficulty in decreeing restitution of this vessel to the Appellant, on the ground that he has stated by his claim that he is not and never was a British subject, and that he can therefore have no title to a British ship; but, as the learned Judge has himself observed, the record does not properly raise this point, and, besides, this vessel, although undoubtedly she was to be considered as a British ship when she was captured, and therefore liable to condemnation if a sufficient case was proved against her, could not, as we apprehend, be

considered to be a British ship after the expiration of the provisional certificate of registration, which had expired before this Decree was pronounced. Any difficulty, therefore, which there might have been in decreeing restitution would seem to have been at an end, and certainly this is not an objection to which we should be inclined to give effect, having regard to the circumstances under which the certificate of registration of this vessel was granted.

There is one other point on which, before parting with this case, we feel bound to observe. Attempts appear to have been made to induce some of the crew of this vessel to make statements favourable to the case of the Respondents. We refer particularly to the evidence of Rowley. Such attempts, if they were in fact made, were, in our opinion, unjustifiable; and if they were not in fact made, it is much to be regretted that no contradiction has been given to the testimony of this witness.

Upon the whole, the true state of this case has appeared to us to be that the British Consul at Havanna, in the first instance, took up suspicions against this vessel which, so far as appears upon the evidence before us, he had no sufficient grounds for entertaining, and that the vast mass of evidence which we have before us has resulted from an attempt to find grounds for supporting those suspicions—an attempt which has failed; and we feel ourselves bound, therefore, humbly to recommend Her Majesty to reverse this Decree and to order restitution of this vessel, with damages and costs both in the Court below and of this Appeal. Any costs already paid by the Appellant to be refunded.

The first part of the report is devoted to a general
 description of the country and its resources. It
 is followed by a detailed account of the
 various industries and occupations of the
 population. The report then proceeds to a
 description of the climate and the
 diseases which are prevalent in the
 country. The last part of the report
 contains a list of the principal
 towns and villages in the country.

The second part of the report is devoted to a
 description of the various occupations of the
 population. It is followed by a detailed
 account of the various industries and
 occupations of the population.

The third part of the report is devoted to a
 description of the climate and the diseases
 which are prevalent in the country.

The fourth part of the report contains a
 list of the principal towns and villages in
 the country.

The fifth part of the report is devoted to a
 description of the various occupations of the
 population.

The sixth part of the report is devoted to a
 description of the various industries and
 occupations of the population.